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SILVA as aggrieved employees, and on behalf
of all other aggrieved employees,

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDGAR GONZALEZ, BERNARDO DUBON,
and FRANCHESKA SILVA as aggrieved
employees, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004

Plaintiffs,

v.

NOWHERE BEVERLY HILLS LLC, a
California limited liability company;
NOWHERE CALABASAS, LLC, a California
limited liability company; NOWHERE
CULVER CITY, LLC, a California limited
liability company; NOWHERE
COMMISSARY, LLC, a California limited
liability company; NOWHERE HOLDCO,
LLC, a California limited liability company;
NOWHERE PALISADES, LLC, a California
limited liability company; NOWHERE
PARTNERS, LLC, a California limited
liability company; NOWHERE SANTA
MONICA, LLC, a California limited liability
company; NOWHERE SILVER LAKE, LLC,
a California limited liability company;
NOWHERE VENICE, LLC, a California
limited liability company; NOWHERE
PASADENA, LLC, a California limited
liability company; NOWHERE STUDIO
CITY, LLC, a California limited liability
company; MODERN HR, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV26746

[Assigned for all purposes to the Hon.
Timothy Patrick Dillon, in Dept.73]

PAGA SETTLEMENT AGREEMENT

Action Filed: August 17, 2022

Trial Date: None set

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Culver City, LLC, Nowhere Commissary, LLC, Nowhere Holdco, LLC, Nowhere Palisades,
LLC, Nowhere Partners, LLC, Nowhere Santa Monica, LLC, Nowhere California, LLC fka
Nowhere Silver Lake, LLC, Nowhere Venice, LLC, Nowhere Pasadena, LLC, Nowhere Studio
City, LLC, and Modern HR, Inc.

This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiffs Edgar Gonzalez (“Plaintiff Gonzalez”), Bernardo Dubon (“Plaintiff Dubon”), and Francheska Silva (“Plaintiff Silva” and collectively, “Plaintiffs”), individually and on behalf of the Aggrieved Employees; and defendants Nowhere Beverly Hills, LLC; Nowhere Calabasas, LLC; Nowhere Culver City, LLC; Nowhere Commissary, LLC; Nowhere Holdco, LLC; Nowhere Palisades, LLC; Nowhere Partners, LLC; Nowhere Santa Monica, LLC; Nowhere California, LLC fka Nowhere Silver Lake, LLC; Nowhere Venice, LLC; Nowhere Pasadena, LLC; Nowhere Studio City, LLC; and Modern HR, Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Actions” means Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Gonzalez v. Nowhere Beverly Hills, LLC, et al.*, Los Angeles Superior Court Case No. 22STCV17370 initiated on May 25, 2022 (“Gonzalez Class Action”), *Gonzalez v. Nowhere Beverly Hills, LLC, et al.*, Los Angeles Superior Court Case No. 22STCV26746 initiated on August 17, 2022 (“Gonzalez PAGA Action”), *Silva v. Nowhere Beverly Hills, LLC, et al.*, Los Angeles Superior Court Case No. 23STCV20854 initiated on August 29, 2023 (“Silva PAGA Action”), *Silva v. Nowhere Beverly Hills, LLC, et al.*, Los Angeles Superior Court Case No. 23STCV21066 initiated on August 31, 2025 (“Silva Class Action”), and *Dubon v. Nowhere Beverly Hills, LLC, et al.*, Los Angeles Superior Court Case No. 23SMCV05786, initiated on December 8, 2023 (“Dubon PAGA Action”), and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1 **1.3. “Administration Expenses Payment”** means the amount the Administrator will
2 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
3 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
4 with approval of this Settlement.

5 **1.4. “Aggrieved Employees”** means all current and former non-exempt, hourly paid
6 employees, who were employed by Defendants in California during the PAGA Period.

7 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
8 information in Defendants’ possession including the Aggrieved Employee’s full name, last-
9 known mailing address, Social Security number, and number of PAGA Pay Periods.

10 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
11 investigation and search for current Aggrieved Employees’ mailing addresses using all
12 reasonably available sources, methods and means, including, but not limited to, the National
13 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
14 Employees.

15 **1.7. “Court”** means the Superior Court of California, County of Los Angeles.

16 **1.8. “Defense Counsel”** means José-Manuel A. de Castro, David G. Larmore, and
17 Lori V. Minassian of De Castro Law Group, P.C.

18 **1.9. “Effective Date”** means the date by when both of the following have occurred:
19 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
20 Judgment is final. The Judgment is final on the day the Court enters Judgment.

21 **1.10. “Gross Settlement Amount”** means One Million, Nine Hundred, and Fifteen
22 Dollars and Zero Cents (\$1,915,000.00), which is the total amount Defendants agree to pay under
23 the settlement except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be
24 used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees
25

1 Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses
2 Payment.

3 **1.11. "Individual PAGA Payment"** means the Aggrieved Employee's *pro rata* share
4 of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the
5 Aggrieved Employee worked during the PAGA Period.

6 **1.12. "Judgment"** means the judgment entered by the Court based upon the Approval
7 of this Agreement.

8 **1.13. "LWDA"** means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subd. (i).

10 **1.14. "LWDA PAGA Payment"** means the 75% portion of the Net Settlement Amount
11 to be paid to the LWDA under Labor Code section 2699, subd. (i).

12 **1.15. "Net Settlement Amount"** means the Gross Settlement Amount less the
13 following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA
14 Counsel Litigation Expenses Payment, and the Administration Expenses Payment, to be paid to
15 the LWDA and Aggrieved Employees as PAGA penalties, allocated 25% to the Aggrieved
16 Employees and the 75% to LWDA in settlement of PAGA claims.

17 **1.16. "PAGA Counsel"** means, David D. Bibiyan and Vedang J. Patel of Bibiyan Law
18 Group, P.C., and Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of
19 Lawyers *for* Justice, PC. The term "PAGA Counsel" shall be used synonymously with the term
20 "Plaintiffs' Counsel."

21 **1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses**
22 **Payment"** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
23 attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

24 **1.18. "PAGA Pay Period" or "Pay Period"** means any Pay Period during which an
25 Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1 **1.19. “PAGA Period”** means the period from June 6, 2021 through December 15, 2024.

2 **1.20. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

3 **1.21. “PAGA Notices”** means Plaintiff Gonzalez’s, Plaintiff Silva’s, and Plaintiff
4 Dubon’s letters, respectively, to Defendants and the LWDA providing notice pursuant to Labor
5 Code section 2699.3, subd. (a).

6 **1.22. “Plaintiffs”** means Edgar Gonzalez, Bernardo Dubon, and Francheska Silva, the
7 named plaintiffs in the Actions.

8 **1.23. “Order Granting Approval of PAGA Settlement”** means the proposed Court
9 Order Granting Approval of PAGA Settlement.

10 **1.24. “Released PAGA Claims”** means the claims being released by the Plaintiffs, on
11 behalf of themselves and the State of California and Aggrieved Employees, as described in
12 Paragraph 5 below.

13 **1.25. “Released Parties”** means the Defendants and their former, present and future
14 owners, parents, subsidiaries, affiliated companies, and all of their current, former and future
15 officers, directors, managers, executive-level employees, consultants, partners, shareholders,
16 joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

17 **1.26. “Settlement”** means the disposition of the Actions effected by this Agreement
18 and the Judgment.

19 **1.27. “Defendants”** means the named Defendants Nowhere Beverly Hills, LLC;
20 Nowhere Calabasas, LLC; Nowhere Culver City, LLC; Nowhere Commissary, LLC; Nowhere
21 Holdco, LLC; Nowhere Palisades, LLC; Nowhere Partners, LLC; Nowhere Santa Monica, LLC;
22 Nowhere California, LLC fka Nowhere Silver Lake, LLC; Nowhere Venice, LLC; Nowhere
23 Pasadena, LLC; Nowhere Studio City, LLC; and Modern HR, Inc., collectively.

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1 **2. RECITALS**

2 **2.1.** On May 25, 2022, Plaintiff Gonzalez filed his wage and hour class action lawsuit
3 against certain Defendants in the Superior Court of Los Angeles, Case No. 22STCV17370
4 alleging: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal
5 breaks; failure to provide rest periods; waiting time penalties; wage statement violations; failure
6 to timely pay wages; failure to indemnify; violation of labor code § 227.3, and unfair competition.
7 (i.e., the Gonzalez Class Action) Defendants deny the allegations in the Complaint, denies any
8 failure to comply with the laws identified in the Complaint, and denies any and all liability for
9 the causes of action alleged.

10 **2.2.** On June 1, 2022, Plaintiff Gonzalez filed with the LWDA and served on
11 Defendants a notice under Labor Code section 2699.3 stating Plaintiff Gonzalez intended to serve
12 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
13 Labor Code violations (“Gonzales PAGA Notice”).

14 **2.3.** On June 22, 2023, Lawyers *for* Justice, PC, submitted a letter on behalf of Plaintiff
15 Silva to the LWDA and certain Defendants, to notify the LWDA and Defendants, pursuant to
16 PAGA of Plaintiff Silva’s intent to seek civil penalties under PAGA for Defendant’s alleged
17 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
18 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
19 Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA
20 Case Number LWDA-CM-963883-23 (“Silva PAGA Notice”)

21 **2.4.** On August 17, 2022, Plaintiff Gonzalez filed a PAGA complaint in the Superior
22 Court of California for the County of Los Angeles, Case No. 22STCV26746, on behalf of himself
23 and all other aggrieved employees (i.e., the Gonzalez PAGA Action).

24 **2.5.** On August 29, 2023, Plaintiff Silva filed a PAGA complaint in the Superior Court
25 of California for the County of Los Angeles, Case No. 23SMCV05786, against certain

1 Defendants, alleging violations of California Labor Code §§ 2698 et seq (i.e., the Silva PAGA
2 Action).

3 **2.6.** On August 31, 2023, Plaintiff Silva filed her wage and hour class action lawsuit
4 against certain Defendants in the Superior Court of Los Angeles, Case No. 23STCV21066 (i.e.,
5 the Silva Class Action).

6 **2.7.** On October 3, 2023, Lawyers *for* Justice, PC, submitted a letter on behalf of
7 Plaintiff Dubon to the LWDA and certain Defendants, to notify the LWDA and Defendants,
8 pursuant to PAGA of Plaintiff Silva’s intent to seek civil penalties under PAGA for Defendant’s
9 alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
10 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare
11 Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001, thereby
12 initiating LWDA Case Number LWDA-CM-985297-23 (“Dubon PAGA Notice”).

13 **2.8.** On December 8, 2023, Plaintiff Dubon filed a PAGA complaint in the Superior
14 Court of California for the County of Los Angeles, Case No. 23SMCV05786, against certain
15 Defendants, alleging violations of California Labor Code §§ 2698 et seq (i.e., the Dubon PAGA
16 Action).

17 **2.9.** On January 23, 2024, the parties participated in an all-day mediation on a PAGA-
18 only basis presided over by Katherine J. Edwards, Esq., which was unsuccessful.

19 **2.10.** On December 14, 2024, the parties participated in a second mediation presided
20 over by Lynn Frank, Esq., which lead to the present settlement of this case on a PAGA basis
21 only.

22 **2.11.** Prior to mediation, Defendants agreed to informally produce time and payroll data
23 for 100% of PAGA members that worked for Defendants during the portion of the PAGA Period
24 preceding the first mediation date . Defendants also produced the following data points: (a) the
25 total number of Aggrieved Employees within PAGA Period; (b) the total number of employees

1 separated from employment with Defendants within PAGA Period; and (c) the total number of
2 Pay Periods within PAGA Period.

3 **2.12.** In addition to disposing of the Action, the Parties intend for this Settlement to
4 completely subsume the Ninth Cause of Action in the operative First Amended Complaint in the
5 matter of *Josephine Bustamante v. Nowhere Pasadena, LLC*, filed in the Superior Court of
6 California for the County of Los Angeles, Case No. 24STCV22255, on December 16, 2024, for
7 Enforcement of Labor Code Sections 2698, *et seq.*, for civil penalties to be assessed and collected
8 by the LWDA for violations of the Labor Code brought by an aggrieved employee on behalf of
9 other aggrieved employees pursuant to PAGA, including, but not limited to violation of Labor
10 Code sections 201, 202, 203, 204, 210, 246, 510, 1182.12, 1194, 1197, and 1198 for failure to
11 timely pay all earned wages at the correct rate; violation of Labor Code sections 226.7 and 512
12 for failure to provide meal periods; violation of Labor Code section 226.7 for failure to provide
13 rest breaks; violation of Labor Code section 226 for failure to provide accurate an itemized wage
14 statements; violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
15 and complete records; and violation of Labor Code sections 2800 and 2802 for failure to
16 reimburse for necessary business expenses. The Parties intend for this Settlement to also
17 completely subsume the Ninth Cause of Action in the operative First Amended Complaint in the
18 matter of *Jorgina Barragan v. Nowhere Culver City, LLC*, filed in the Superior Court of
19 California for the County of Los Angeles, Case No. 25STCV02381, on April 4, 2025, for Civil
20 Penalties Under the Private Attorneys General Act (Labor Code Sections 2698, *et seq.*) to be
21 assessed and collected by the LWDA for violations of the Labor Code brought by an aggrieved
22 employee on behalf of other aggrieved employees pursuant to PAGA, including, but not limited
23 to violation of Labor Code sections 1182.12, 1194, 1194.2, and 1197, for failure to pay minimum
24 wage for all hours; violation of Labor Code section 204, 510, 558, 1194, and 1198 for failure to
25 pay all earned overtime compensation; violation of Labor Code sections 226.7, 512, and 558 for

1 failure to provide meal periods; violation of Labor Code section 226.7, 516, and 558 for failure
2 to provide rest breaks; violation of Labor Code sections 2802 and 2804 for failure to reimburse
3 for necessary business expenses; violation of Labor Code section 226 for failure to provide
4 accurate an itemized wage statements; violation of Labor Code sections 201-203 for failure to
5 pay all final wages due; violation of Labor Code section 204 for failure to pay earned wages at
6 least twice during each calendar month; and violation of Labor Code sections 558 and 1174 for
7 failure to maintain accurate and complete records.

8 **2.13.** The Parties, PAGA Counsel, and Defense Counsel represent that they are not
9 aware of any other pending matter or action, not mentioned herein, asserting claims that will be
10 extinguished or affected by this Settlement.

11 **2.14.** As part of the Settlement, the Parties hereby stipulate to the Plaintiffs filing a First
12 Amended Complaint in the Gonzalez PAGA Action, to include Bernardo Dubon and Francheska
13 Silva as named plaintiffs, and to include as additional defendants those of Defendants not
14 currently named therein. Upon the Court's entry of the Order Granting Approval of PAGA
15 Settlement, Plaintiffs shall request dismissal of the Gonzalez Class Action, the Silva Class
16 Action, the Silva PAGA Action, and the Dubon PAGA Action, without prejudice.

17 **3. MONETARY TERMS**

18 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
19 below, Defendants promise to pay \$1,915,000.00 and no more as the Gross Settlement Amount.

20 **3.1.1** Defendants shall contribute to the funding of the Gross Settlement
21 Amount in relative proportion to the number of PAGA Pay Periods
22 worked for each Defendant by employees covered by this Agreement
23 within the period covered by this Agreement. Said percentages shall be as
24 follows: Nowhere Beverly Hills, LLC (6.71%); Nowhere Calabasas, LLC
25 (9.52%); Nowhere Culver City, LLC (3.35%); Nowhere Commissary,

1 LLC (15.69%); Nowhere Holdco, LLC (0%); Nowhere Palisades, LLC
2 (7.77%); Nowhere Partners, LLC (12.89%); Nowhere Santa Monica, LLC
3 (10.84%); Nowhere Silver Lake, LLC (15.61%); Nowhere Venice, LLC
4 (10.91%); Nowhere Pasadena, LLC (3.55%); Nowhere Studio City, LLC
5 (3.16%); and Modern HR, Inc. (0%). Defendants have no obligation to
6 pay the Gross Settlement Amount prior to the deadline stated in Paragraph
7 4.3 of this Agreement. The Administrator will disburse the entire Gross
8 Settlement Amount without asking or requiring Aggrieved Employees to
9 submit any claim as a condition of payment. None of the Gross Settlement
10 Amount will revert to Defendants.

11 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
12 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
13 by the Court in the Final Approval:

14 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
15 35% of the Gross Settlement Amount, subject to escalation pursuant to
16 section 8.1 of this Agreement and currently estimated to be \$670,250.00,
17 and PAGA Counsel Litigation Expenses Payment of not more than
18 \$60,000.00. Defendant will not oppose requests for Court approval of
19 these payments provided that they do not exceed these amounts. PAGA
20 Counsel will file an application or motion for PAGA Counsel Fees
21 Payment and PAGA Litigation Expenses Payment. If the Court approves
22 a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
23 Expenses Payment less than the amounts requested, the Administrator will
24 allocate the remainder to the Net Settlement Amount. Released Parties
25 shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel

1 arising from any claim to any portion any PAGA Counsel Fees Payment
2 and/or PAGA Counsel Litigation Expenses Payment. The Administrator
3 will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
4 Payment using one or more IRS 1099 Forms. PAGA Counsel assume full
5 responsibility and liability for taxes owed on the PAGA Counsel Fees
6 Payment and the PAGA Counsel Litigation Expenses Payment and hold
7 Defendants harmless, and indemnify Defendants, from any dispute or
8 controversy regarding any division or sharing of any of these Payments.
9 There will be no additional charge of any kind to Aggrieved Employees or
10 request for additional consideration from Defendants for such work unless,
11 Defendants materially breach this Agreement, including any term
12 regarding funding, and further efforts are necessary from PAGA Counsel
13 to remedy said breach, including, without limitation, moving the Court to
14 enforce the Agreement.

15 **3.2.2 To the Administrator:** An Administrator Expenses Payment not to
16 exceed \$19,950.00 except for a showing of good cause and as approved by
17 the Court. To the extent the Administration Expenses are less or the Court
18 approves payment less than \$19,950.00, the Administrator will retain the
19 remainder in the Net Settlement Amount.

20 **3.2.3 To the LWDA and Aggrieved Employees:** Net Settlement Amount in the
21 amount of no less than \$1,164,800.00, with 75% (no less than
22 \$873,600.00) allocated to the LWDA PAGA Payment and 25% (no less
23 than \$291,200.00) allocated to the Individual PAGA Payments.

24 **3.2.3.1** The Administrator will calculate each Individual PAGA Payment
25 by (a) dividing the amount of the Aggrieved Employees' 25% share

1 of the Net Settlement Amount (no less than \$291,200.00) by the
2 total number of PAGA Period Pay Periods worked by all Aggrieved
3 Employees during the PAGA Period and (b) multiplying the result
4 by each Aggrieved Employee's PAGA Period Pay Periods. One
5 Hundred Percent (100%) of the payments of the Net Settlement
6 Amount to be paid to the LWDA and Aggrieved Employees as
7 described above will be treated and reported for tax purposes as
8 non-wage payments and the PAGA Settlement Administrator will
9 be responsible for issuing IRS Forms 1099 as required. Aggrieved
10 Employees assume full responsibility and liability for any taxes
11 owed on their Individual PAGA Payment.

12 **3.2.3.2** The Administrator will report the Individual PAGA Payments on
13 IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING PAYMENTS**

15 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records to date,
16 Defendants estimate there are 8,245 Aggrieved Employees who worked a total of 152,534 PAGA
17 Pay Periods.

18 **4.2. Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendants
19 will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
20 Microsoft Excel spreadsheet, and provide Plaintiffs' counsel with a declaration from Defendant,
21 or Defendant's data analyst, attesting to the number of PAGA Pay Periods worked by each
22 Aggrieved Employee individually and all Aggrieved Employees in the aggregate, as well as the
23 method by which Defendants calculated the number of PAGA Pay Periods. To protect Aggrieved
24 Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in
25 confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no

1 other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees
2 who need access to the Aggrieved Employee Data to effect and perform under this Agreement.
3 Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the
4 Aggrieved Employee Data omitted employee identifying information and to provide corrected
5 or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of
6 the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator,
7 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
8 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

9 **4.3. Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
10 Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days
11 after the Effective Date.

12 **4.4. Payments from the Gross Settlement Amount.** Within seven (7) days after
13 Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all
14 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
15 the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
16 Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
17 Payment shall not precede disbursement of Individual PAGA Payments.

18 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
19 and send them to the Aggrieved Employees via First Class U.S. Mail,
20 postage prepaid. The face of each check shall prominently state the date
21 (not less than 180 days after the date of mailing) when the check will be
22 voided. The Administrator will cancel all checks not cashed by the void
23 date. Before mailing any checks, the Settlement Administrator must update
24 the recipients' mailing addresses using the National Change of Address
25 Database.

1 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
2 for all Aggrieved Employees whose checks are returned undelivered
3 without USPS forwarding address. Within three (3) days of receiving a
4 returned check, the Administrator must re-mail checks to the USPS
5 forwarding address provided or to an address ascertained through the
6 Aggrieved Employee Address Search. The Administrator need not take
7 further steps to deliver checks to Aggrieved Employees whose re-mailed
8 checks are returned as undelivered. The Administrator shall promptly send
9 a replacement check to any Aggrieved Employee whose original check
10 was lost or misplaced, requested by the Aggrieved Employee prior to the
11 void date.

12 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is
13 uncashed and cancelled after the void date, the Administrator shall
14 transmit the funds represented by such checks to the California State
15 Controller's Office, Unclaimed Property Fund in the name of the
16 Aggrieved Employee.

17 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendants
18 to confer any additional benefits or make any additional payments to the
19 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
20 those specified in this Agreement.

21 **5. RELEASES OF CLAIMS**

22 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
23 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

24 **5.1. Release of PAGA Claims.** Plaintiffs, on behalf of themselves and the State of
25 California and Aggrieved Employees, fully and finally release and discharge the Released Parties

1 from all claims, rights, demands, liabilities and causes of action that arose during the PAGA
2 Period for civil penalties under the PAGA, based on the factual allegations pled in Plaintiffs'
3 Complaints, DLSE filing and corresponding PAGA Notices to the LWDA.

4 **6. MOTION OR APPLICATION FOR APPROVAL OF**
5 **SETTLEMENT**

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

8 **6.1. Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense
9 Counsel all documents necessary for obtaining approval of this Settlement under Labor Code
10 Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
11 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for
12 administering the Settlement and attesting to its willingness to serve; competency; operative
13 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance
14 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
15 actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature
16 and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii)
17 a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA
18 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
19 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
20 section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest
21 with Aggrieved Employees and/or the Administrator.

22 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
23 jointly responsible for expeditiously finalizing and filing the application or motion for approval
24 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
25

1 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
2 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

3 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
4 application or motion for approval of this Settlement and/or the supporting declarations and
5 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
7 does not grant the motion for approval of this Settlement or conditions its approval on any
8 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
9 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
10 Agreement and otherwise satisfy the Court's concerns.

11 **7. SETTLEMENT ADMINISTRATION**

12 **7.1. Selection of Administrator.** The Parties have jointly selected ILYM to serve as
13 the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by
14 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
15 for payment of Administration Expenses. The Parties and their Counsel represent that they have
16 no interest or relationship, financial or otherwise, with the Administrator other than a professional
17 relationship arising out of prior experiences administering settlements.

18 **7.2. Employer Identification Number.** The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and
20 providing reports state and federal tax authorities.

21 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
22 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation section 468B-1.

24 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
25 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
2 **CLAUSE**

3 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement
4 there are 8,245 Aggrieved Employees who worked 152,534 Pay Periods during the PAGA
5 Period.

6 **8.1 Increase in the Gross Settlement Amount.** Defendants represent that there are
7 no more than 152,534 Pay Periods worked during the PAGA Period. In the event the number of
8 Pay Periods during the PAGA Period increases by more than 10%, or 15,253 Pay Periods, the
9 Gross Settlement Amount shall be increased by the number of Pay Periods greater than 167,788
10 multiplied by the Pay Period Value (approximately \$13.11 a pay period). Alternatively,
11 Defendants, at their sole discretion, can cap the settlement Pay Periods at 167,788 without any
12 additional payments and may not extend the release period beyond the point at which 167,788
13 Pay Periods are reached. Should Defendants elect to cap the settlement Pay Periods pursuant to
14 this section, Defendants must provide written notice of their election to PAGA Counsel,
15 including the date on which 167,788 Pay Periods are reached, prior to the hearing on Plaintiffs'
16 motion for approval of this Settlement. Defendants' option to cap the settlement Pay Periods
17 pursuant to this section expires upon the Court's entry of the Order Granting Approval of PAGA
18 Settlement.

19 **9. CONTINUING JURISDICTION OF THE COURT**

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

24 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
25 and conditions of this Agreement, specifically including 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions 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, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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.

1 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
2 warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take
3 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
5 terms of this Agreement including any amendments to this Agreement.

6 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
7 use their best efforts, in good faith, to implement the Settlement by, among other things,
8 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
9 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
10 the form or content of any document necessary to implement the Settlement, or on any
11 modification of the Agreement that may become necessary to implement the Settlement, the
12 Parties will seek the assistance of a mediator and/or the Court for resolution.

13 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
14 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
15 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 **10.6. No Tax Advice.** Neither Plaintiffs, PAGA Counsel, Defendants nor Defense
18 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
19 Settlement be relied upon as such within the meaning of United States Treasury Department
20 Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
22 amended, modified, changed, or waived only by an express written instrument signed by all
23 Parties or their representatives, and approved by the Court.

24 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
25 inure to the benefit of, the successors of each of the Parties.

1 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
2 be governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
8 entered during Actions and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 **10.12. Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
11 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
12 PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations,
13 or in connection with the Settlement, may be used only with respect to this Settlement, and no
14 other purpose, and may not be used in any way that violates any existing contractual agreement,
15 statute, or rule of court.

16 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 **10.15. Notice.** All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

To Plaintiffs:

Bibiyan Law Group, P.C.

1460 Westwood Blvd.

Los Angeles, California 90024

LAWYERS *for* JUSTICE PC

450 North Brand Blvd., Suite 900

Glendale, CA 91203-4007

To Defendants:

De Castro Law Group, P.C.

7590 N. Glenoaks Blvd., Suite 201

Los Angeles, California 91504

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 section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:



Edgar Gonzalez (May 16, 2025 16:51 PDT)

Plaintiff, Edgar Gonzalez

Plaintiff, Bernardo Dubon

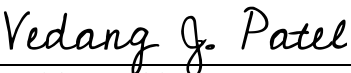
Plaintiff, Francheska Silva

For Defendants, Nowhere Beverly Hills, LLC;
Nowhere Calabasas, LLC; Nowhere Culver
City, LLC; Nowhere Commissary, LLC;
Nowhere Holdco, LLC; Nowhere Palisades,
LLC; Nowhere Partners, LLC; Nowhere Santa
Monica, LLC; Nowhere California fka Nowhere
Silver Lake, LLC; Nowhere Venice, LLC;
Nowhere Pasadena, LLC; Nowhere Studio City,
LLC; and Modern HR, Inc.

APPROVED AS TO FORM ONLY:

Bibiyan Law Group, P.C.

De Castro Law Group, P.C



David D. Bibiyan
Vedang J. Patel

Counsel for Plaintiffs

José-Manuel A. de Castro
David G. Larmore
Lori V. Minassian

Counsel for Defendants

Lawyers for Justice, PC

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian

Counsel for Plaintiffs

IT IS SO AGREED:

Plaintiff, Edgar Gonzalez

Electronically Signed: 2025-05-25 01:10:24 UTC - 174.246.192.113

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Plaintiff, Bernardo Dubon

Plaintiff, Francheska Silva

For Defendants, Nowhere Beverly Hills, LLC;
Nowhere Calabasas, LLC; Nowhere Culver
City, LLC; Nowhere Commissary, LLC;
Nowhere Holdco, LLC; Nowhere Palisades,
LLC; Nowhere Partners, LLC; Nowhere Santa
Monica, LLC; Nowhere California fka Nowhere
Silver Lake, LLC; Nowhere Venice, LLC;
Nowhere Pasadena, LLC; Nowhere Studio City,
LLC; and Modern HR, Inc.

APPROVED AS TO FORM ONLY:

Bibiyan Law Group, P.C.

De Castro Law Group, P.C

David D. Bibiyan
Vedang J. Patel

Counsel for Plaintiffs

Lawyers for Justice, PC

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian

Counsel for Plaintiffs

José-Manuel A. de Castro
David G. Larmore
Lori V. Minassian

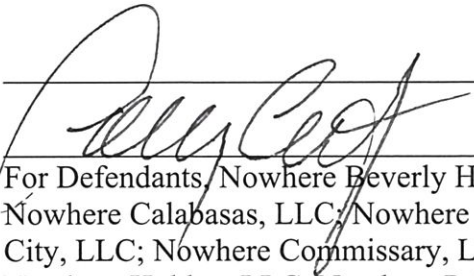
Counsel for Defendants

1 **IT IS SO AGREED:**

2
3 _____
4 Plaintiff, Edgar Gonzalez

5
6 _____
7 Plaintiff, Bernardo Dubon

8 Electronically Signed _____ 2015-06-24 01:30:04 UTC - 172.56.122.201
9 
10 Time Assured _____ 1015170-ec7a49a2-af62-a2e6017ea050
11 Plaintiff, Francheska Silva


For Defendants, Nowhere Beverly Hills, LLC;
Nowhere Calabasas, LLC; Nowhere Culver
City, LLC; Nowhere Commissary, LLC;
Nowhere Holdco, LLC; Nowhere Palisades,
LLC; Nowhere Partners, LLC; Nowhere Santa
Monica, LLC; Nowhere California fka Nowhere
Silver Lake, LLC; Nowhere Venice, LLC;
Nowhere Pasadena, LLC; Nowhere Studio City,
LLC; and Modern HR, Inc.

12 **APPROVED AS TO FORM ONLY:**

13
14 Bibiyan Law Group, P.C.

De Castro Law Group, P.C

15
16 _____
17 David D. Bibiyan
Vedang J. Patel

José-Manuel A. de Castro
David G. Larmore
Lori V. Minassian

18 Counsel for Plaintiffs

Counsel for Defendants

19
20 Lawyers for Justice, PC

21 
22 _____
Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian

23
24 Counsel for Plaintiffs