

CASE NO. 22STCV22420 MODIFICATION TO PAGA SETTLEMENT AGREEMENT

This modification to the PAGA Settlement and Release Agreement (“Agreement”) is made by and between Plaintiff Stephanie Romero (“Plaintiff”) and Defendant Alta Public Schools (“Defendant”) (collectively, the “Parties”), or their representatives, as of the date it is signed by both Parties (the “Effective Date”) (this “Modification”).

1. Purpose of Modification. Plaintiff and Defendant executed the Agreement on September 26, 2023 and October 2, 2023, respectively. On October 12, 2023, Plaintiff filed her Motion for Approval of PAGA Settlement (“Motion”). On or about November 7, 2023, the Court entered its Order denying Plaintiff’s Motion without prejudice (“Order”). The purpose of this Modification is to amend the Agreement in accordance with the Court’s instructions in its Order.

2. Modification to Agreement. Pursuant to paragraph 10.6 of the Agreement, the Parties agree to the following amendments:

Paragraph 3.2.4 of the Agreement is superseded in its entirety by the following paragraph:

PAGA Penalties in the estimated amount of \$22,718.00 to be paid from the Gross Settlement Amount (\$22,718.00), with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. For purposes of computing taxes, 100% of the PAGA Penalties shall be classified as civil penalties, unless otherwise required by law.

Paragraph 4.4.4 of the Agreement is superseded in its entirety by the following paragraph:

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. The Settlement Administrator shall be responsible for administration of all unclaimed funds, including any and all reporting requirements proscribed by California law.

3. No Change to Other Provision. Other than the amendments set forth in this Modification, all terms and conditions of the Agreement shall remain in full force and effect, subject to Court approval.

Date: 11 / 08 / 2023

Stephanie Berline Romero

Plaintiff STEPHANIE ROMERO

Date:

Name:

Title:

On behalf of Defendant ALTA PUBLIC SCHOOLS

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Date:

Plaintiff STEPHANIE ROMERO

Date:

DocuSigned by:



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Name: Xavier Reyes

Title: CEO

On behalf of Defendant ALTA PUBLIC SCHOOLS