

CASE NO. 22STCV22420 PAGA SETTLEMENT AGREEMENT AND PAGA RELEASE

This PAGA Settlement and Release Agreement (“Agreement”) is made by and between Plaintiff Stephanie Romero (“Plaintiff”) and Defendant Alta Public Schools (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS. The following terms, when used in this Settlement Agreement, shall have the following meanings:

- 1.1 “Action” means the lawsuit captioned *Stephanie Romero v. Alta Public Schools*, initiated on July 12, 2022, and pending in Superior Court of the State of California, County of Los Angeles, case no. 22STCV22420.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 Employee” means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant 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 “Approval Order” means the Court’s final order granting approval of this PAGA settlement.
- 1.8 “Complaint” means all complaints (original and amended) filed by Plaintiff in the Action.
- 1.9 “Court” means the Superior Court of California, County of Los Angeles.
- 1.10 “Defendant” means Alta Public Schools.

- 1.11 “Defense Counsel” means Marie Burke Kenny and Ashley N. Fasano of Procopio, Cory, Hargreaves & Savitch LLP, the attorneys representing Defendant in this action.
- 1.12 “Gross Settlement Amount” means the exact sum of Forty Thousand Dollars, **\$40,000.00**, which is the total amount Defendant agrees to pay under the Settlement. 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 and any costs associated with this Settlement.
- 1.13 “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.
- 1.14 “Judgment” means the judgment entered by the Court based upon the final approval of the settlement memorialized in this Agreement.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
- 1.16 “LWDA PAGA Payment” means 75% of the Net PAGA Settlement Amount paid to the LWDA under Labor Code section 2699(i).
- 1.17 “Net PAGA Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remaining Net PAGA Settlement Amount is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Claims” means Plaintiff’s Seventh Cause of Action pursuant to the Private Attorney General Act for alleged wage and hour violations against Defendant asserted in the Operative Complaint in this Action.
- 1.19 “PAGA Counsel” means Matthew Gutierrez and Amber Derham of Gutierrez Derham Law Firm LLP, the attorneys representing the Plaintiff in the Action.
- 1.20 “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 PAGA Claims.
- 1.21 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22 “PAGA Period” means the period from July 14, 2021 to the date of Court approval of this settlement.

- 1.23 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.24 “PAGA Notice” means Plaintiff’s July 14, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3(a).
- 1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.26 “Parties” means Plaintiff and Defendant.
- 1.27 “Plaintiff” means Plaintiff Stephanie Romero, the named plaintiff in the Action.
- 1.28 “Released PAGA Claims” means any and all PAGA claims, that were asserted or could have been asserted based on the facts set forth in the operative pleading in the Action and/or notice submitted to the LWDA (LWDA-CM-895574-22) in connection with the Action, to recover civil penalties pursuant to PAGA for alleged violations by Defendant with respect to work performed for Alta during the PAGA Period (“PAGA Released Claims”), and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose during the PAGA Period, as described in Paragraph 5 below.
- 1.29 “Releasees” or “Released Parties” means Defendant and its present and former parent companies, subsidiaries, affiliates, divisions, related companies, predecessors, successors, and joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, reinsurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

2. RECITALS.

- 2.1 Plaintiff was formerly employed by Defendant from approximately November 2019 to July 2021.
- 2.2 On or about July 14, 2022, Plaintiff transmitted a letter to the LWDA asserting that Defendant failed to comply with the California Labor Code. Plaintiff asserted the following violations: (1) Failure to Pay Overtime Wages in Violation of Labor Code § 510; (2) Unpaid Wages and Failure to Pay Minimum Wages; (3) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements; and (5) Labor Code § 203 Waiting Time Penalty.

- 2.3 On July 12, 2022, Plaintiff commenced this Action by filing a Complaint alleging the following individual causes of action against Defendant: (1) Failure to Pay Overtime Wages in Violation of Labor Code § 510; (2) Unpaid Wages and Failure to Pay Minimum Wages; (3) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Labor Code § 203 Waiting Time Penalty; (6) Violation of Unfair Competition Law (“Individual Non-PAGA Claims”). On September 19, 2022, Plaintiff submitted her First Amended Complaint to the Court, which added PAGA Claims to the Action. On January 13, 2023, Plaintiff filed her operative Second Amended Complaint in the Action (the “Operative Complaint”).
- 2.4 Defendant filed an Answer to Plaintiff’s Operative Complaint on March 2, 2023. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5 Pursuant to Labor Code section 2699.3, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. The LWDA Case No. is LWDA-CM-895574-22.
- 2.6 On June 1, 2023, the Parties participated in an all-day mediation presided over by two settlement officers as part of the Resolve LA Virtual MSC Program which led to this Agreement to settle the PAGA Claims.
- 2.7 Prior to mediation, Plaintiff obtained, through formal discovery, responses to interrogatories and requests for documents, including Defendant’s written policies and procedures regarding wage and hour compliance. Prior to mediation, Plaintiff obtained, through informal discovery, a sample document production of the Aggrieved Employee’s timecards and wage statements.
- 2.8 Defendant represents that it is not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.9 The Parties will seek approval of the settlement with the Court by means of a Motion for Approval of PAGA Settlement (the “Motion”).
- 2.10 By this Agreement, the Parties have settled, fully and finally, all PAGA Claims that Plaintiff and the Aggrieved Employees asserted in the Action. The Parties’ have settled, fully and finally, all of Plaintiff’s Individual Non-PAGA Claims by the execution of a separate agreement titled “CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.”

3. **CONSIDERATION BY DEFENDANT.**

- 3.1 Gross Settlement Amount. Defendant promises to pay Forty Thousand Dollars (\$40,000.00), 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 4.3 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 Approval Order:

3.2.1 To Plaintiff: Plaintiff shall receive a *pro-rata* share of the PAGA penalties distributed by the Administrator to all Aggrieved Employees. Plaintiff has also entered into a separate agreement to settle and completely release all of her individual non-PAGA claims with Defendant.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$11,665.50 and PAGA Counsel Litigation Expenses Payment of not more than \$1,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. The allocation of attorneys' fees is based on representations from Plaintiff's counsel that the fees are proportionate to the legal work performed on the case and did not result from any collusion among the Parties. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$2,950.00, the Administrator will retain the remainder in the Net PAGA Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of \$19,384.50 to be paid from the Gross Settlement Amount (\$19,384.50), 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.

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

3.2.4.2 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 99 Aggrieved Employees who worked a total 2,956 of PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within twenty-one (21) days of the Court approving the settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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 Court enters the Approval Order.
- 4.4 Payments from the Gross Settlement Amount. Within twenty-one (21) 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 Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
- 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 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 fourteen (14) 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 Within twenty (20) days of distributing the PAGA Penalties, the Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that the Administrator has affected disbursement of the PAGA Penalties pursuant to the terms of this Agreement.
- 4.4.4 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 Monarch School, a non-profit organization that cares for homeless children, as *cypres* beneficiary in compliance with section 384 of the California Code of Civil Procedure. The Settlement Administrator shall be responsible for administration of all unclaimed funds, including any and all reporting requirements proscribed by California law. None of the attorneys of record in this Action or parties are involved in the governance or operations of the Monarch School.
- 4.4.5 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 PAGA CLAIMS.**

- 5.1 Upon the Court's entry of the Approval Order, the Aggrieved Employees will fully and finally release and discharge Alta and each of its past, present, and future parent companies, subsidiaries (direct or indirect), divisions, predecessors, concepts, related or affiliated companies, insurers, reinsurers, successors, and assigns, and each of their current and former shareholders, officers, directors, employees, attorneys, and agents thereof, both individually and in their business capacities, and each of their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities ("Released Parties"), from any and all PAGA claims, that were asserted or could have been asserted based on the facts set forth in the operative pleading in the Action and/or notice submitted to the LWDA (LWDA-CM-895574-22) in connection with the Action, to recover civil penalties pursuant to PAGA for alleged violations by Defendant with respect to work performed for Alta during the PAGA Period ("PAGA Released Claims"), and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose during the PAGA Period. The release of claims outlined above is binding on Plaintiff, the LWDA, the State of California, and all

Aggrieved Employees of Alta during the PAGA Period once approved by the Court and the Settlement has been fully funded.

- 5.2 The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this settlement and the Judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time during the PAGA Period.
- 5.3 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 Action and the PAGA Period facts stated in the LWDA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF PAGA SETTLEMENT.

- 6.1 Any of the Parties may prepare and file an application or motion for approval of this Settlement. Plaintiff, however, agrees to prepare and file the motion for approval.
- 6.2 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 via Zoom or by telephone, and in good faith, to resolve the disagreement. 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 via Zoom or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected the Administrator. The Parties 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 providing 1099 forms.

- 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.

- 8.1 Estimations. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 99 Aggrieved Employees who worked 2,956 pay periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1 Pursuant to Code of Civil Procedure § 664.6, the Parties agree that the Court may retain jurisdiction for the purpose of enforcing full performance of the terms of this PAGA Agreement. In the event that one or more of the Parties institutes any motion, legal action, or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Agreement or to declare rights and/or obligations under this PAGA Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs incurred in connection with any enforcement actions.
- 9.2 The Parties agree that, after entry the Approval Order and 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.
- 9.3 Waiver of Right to Appeal. Provided the Approval Order and Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties 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 PAGA 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, including the execution of this Agreement and the payment of consideration or any other obligation hereunder, is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit, that Defendant committed any wrongdoing, or that Defendant or the Releasees have 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. The Parties intend to settle, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation. Defendant recognizes the defense of the PAGA litigation would be prolonged and expensive, requiring substantial amounts of time, energy, and resources devoted to the defense of the litigation, especially if the findings are appealed. Litigation is also carried out in a public forum and can create a stressful experience for all parties involved. As a not-for-profit organization dedicated to educating the youth of Los Angeles, Defendant prefers to continue focusing on its mission and serving its students and communities. By reaching a settlement, Defendant is able to resolve the case and take funds that would otherwise go to litigation and reinvest them in the education of its students. 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 the 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, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of Plaintiff's PAGA Claims, superseding any and all oral representations, warranties, covenants, memorandums of understanding, or inducements made to or by any Party.
- 10.3 Cooperation. The Parties will cooperate with each other and use their best efforts, in good faith, to implement the settlement by, among other things, modifying the Agreement, 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.
- 10.4 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.

- 10.5 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.
- 10.6 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.
- 10.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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.
- 10.14 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.

- 10.15 Invalidity of Any Provision/Severability. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.
- 10.16 Parties' Authority. The Parties as signatories hereto hereby represent that they are fully authorized to enter into this PAGA Agreement and bind the Parties to the terms and conditions hereof.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF PAGA REPRESENTATIVE CLAIMS AND THE RELEASE OF PLAINTIFF'S INDIVIDUAL RELEASED CLAIMS.

Date: 09 / 26 / 2023

Stephanie Berline Romero
Plaintiff STEPHANIE ROMERO

Date: October 2, 2023

DocuSigned by:
Xavier Reyes
107E121B962544F...
Xavier Reyes
CEO/Founder
On behalf of Defendant
ALTA PUBLIC SCHOOLS