

Christina M. Coleman (SBN 192578)
christina@christinacolemanlaw.com
LAW OFFICES OF CHRISTINA M. COLEMAN, APC
113 N. San Vicente Blvd., Suite 341
Beverly Hills, CA 90211
Phone: (323) 592-3605
Fax: (323) 843-1715

Kellon Tej Tayler McGuire, Esq. (SBN 350336)
k.mcguire.esquire@gmail.com
4344 Montalvo St., Suite 6
San Diego, CA 92107
Phone: 415.910.0343

Attorneys for Plaintiff,
ELIZABETH SPELMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL**

ELIZABETH SPELMAN, an individual,
Plaintiff,

v.

GIOVANNI PIGOZZI, an individual; BHLA
CORP., a Delaware corporation; and DOES 1
through 20, inclusive,
Defendants.

Case No. 23STCV08795

Assigned to the Hon. Cherol J. Nellon, Dept. 14

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION TO APPROVE DISMISSAL OF
PAGA CLAIM WITHOUT PREJUDICE;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
CHRISTINA M. COLEMAN; EXHIBIT 1**

Date: May 7, 2025
Time: 8:30 a.m.
Dept.: 14

RES ID: 442141442600

Action filed: May 26, 2023
Trial date: May 19, 2025

TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

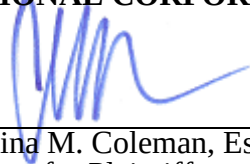
PLEASE TAKE NOTICE that, on May 7, 2025, or as soon thereafter as this matter may be heard in Department 14 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff will and hereby does move to dismiss, without prejudice, her Thirteenth Cause of Action for Private Attorney General Act ("PAGA") (Cal. Labor Code §2699 et seq).

1 This motion is made pursuant to Labor Code §2699 (l)(2) on the grounds that settlements of
2 PAGA claims must be approved by the Court, and is concurrently herewith being served on the Labor
3 and Workforce Development Agency (“LWDA”).

4 This motion will be based on this Notice, the attached Memorandum of Points and Authorities,
5 declaration of Christina M. Coleman and exhibits thereto, and all files, pleadings and records in this
6 matter, and on such other and further oral and documentary evidence as may be presented at the hearing
7 of the motion.

8
9 DATED: April 10, 2025

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

10
11 By: 

12 Christina M. Coleman, Esq.
13 Attorney for Plaintiff
14 ELIZABETH SPELMAN
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. INTRODUCTION**

4 Plaintiff Elizabeth Spelman moves the Court to approve the dismissal of her thirteenth cause of
5 action for Private Attorney General Act (PAGA) (Labor Code § 2699, et seq) without prejudice.
6 Settlement approval of PAGA claims is required by labor Code §299(1)(2). Notice of the proposed
7 settlement is being provided to the Labor and Workforce Development Agency (“LWDA”)
8 concurrently with the filing of this motion, by uploading the settlement agreement and serving it with a
9 copy of this motion itself.

10 Plaintiff filed claims for wage and hour violations against Defendants Giovanni Pigozzi and
11 BHLA Corp. (collectively “Defendants”) based upon misclassification as independent contractor and
12 misclassification as exempt. Based on the highly specific nature of Plaintiff’s claims based upon her
13 position as Defendant Pigozzi’s personal assistant, there is not support for extending Plaintiff’s
14 individual wage and hour claims to a PAGA claim involving other allegedly aggrieved employees. The
15 parties engaged in extensive arm’s length negotiations and reached a confidential settlement agreement
16 to resolve Plaintiff’s individual claims only. The settlement reached is reasonable in amount with
17 respect to Plaintiff’s individual claims, as outlined in greater detail below and in the attached
18 declaration of Christina M. Coleman.

19 In light of the parties’ resolution of Plaintiff’s individual claims and the lack of evidence
20 supporting PAGA penalties for other aggrieved employees, Plaintiff requests the dismissal of the
21 PAGA claims, without prejudice.

22
23 **II. STATEMENT OF FACTS**

24 Plaintiff filed her complaint in this action on April 20, 2023, alleging claims for:
25 1.Discrimination In Violation Of Gov’t Code §§12940 Et Seq.; 2. Harassment In Violation Of Gov’t
26 Code §§12940 Et Seq.; 3. Failure To Prevent Discrimination And Harassment In Violation Of Gov’t
27 Code §12940(K); 4. For Declaratory Judgment; 5. Misclassification Of Employee As “Independent
28 Contractor.” 6. Failure To Pay Wages (Cal. Labor Code §§201, 1194); 7. Failure To Pay Minimum

1 Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197); 8. Failure To Pay Overtime Compensation
2 (Cal. Labor Code §§510, 1194); 9. Failure To Provide Meal And Rest Periods (Cal. Labor Code
3 §§226.7, 512); 10. Failure To Provide Itemized Wage And Hour Statements (Cal. Labor Code §§226,
4 Et Seq.); 11. Waiting Time Penalties (Cal. Labor Code §§201-203); 12. Failure To Permit Inspection
5 Of Personnel And Payroll Records (Cal. Labor Code §§226 And 1198.5); 13. Private Attorney
6 General Act (Cal. Labor Code §2699, Et Seq); And 14. Unfair Competition (Bus. & Prof. Code
7 §17200 Et Seq.). [Coleman Decl., ¶ 2.] With respect to the wage and hour claims, including the
8 PAGA, these claims were based upon the following allegations of the complaint:

- 9 • On or about May 18, 2021, Defendants hired Plaintiff began working for Defendants as
10 Defendant Pigozzi's Personal Assistant.
- 11 • Plaintiff was a full-time, non-exempt employee working full-time hours after the first week
12 of work, but was misclassified as an independent contractor, from May 18, 2021 until March
13 6, 2022.
- 14 • Starting March 7, 2022, Defendants finally began to properly classify Plaintiff as an
15 employee, and paid Plaintiff via Payroll, but misclassified Plaintiff as an exempt employee,
16 and paid Plaintiff only a flat salary.
- 17 • Plaintiff contends she was not properly classified as an exempt employee, was non-exempt,
18 and should have been paid overtime.
- 19 • Plaintiff also contends that she was required to be on-call 24 hours per day/7 days per week,
20 and should have been paid wages for all times that she was on-call, and should have been
21 compensated for missed rest breaks and meal periods during which she was also on-call.

22 For her personal wage and hour claims, Plaintiff's complaint prayed for \$517,183.40, consisting of
23 unpaid wages for working 24 hours/day, 7 days per week, including minimum wages and overtime,
24 missed meal and rest breaks, paystub violations, and waiting time penalties. Plaintiff also prayed for
25 PAGA penalties for herself alone of \$12,300, and similar amounts on behalf of all of Defendants'
26 aggrieved employees estimated to exceed \$100,000. [Coleman Decl., ¶ 3.]

27 Though Plaintiff submitted the requisite pre-suit notice to the LWDA, the LWDA did not
28 respond to this notice and has not participated in this action. [Coleman Decl., ¶ 4.]

1 Defendants disputed any liability in this action, including as to all of the wage and hour claims.
2 Defendants' position was that Plaintiff was properly classified as an exempt employee based upon the
3 nature of her position and the degree to which Defendants contended Plaintiff exercised independent
4 discretion, in which case Plaintiff would not be entitled to any overtime, rest breaks, or meal periods.
5 As to that portion of time during which Plaintiff was classified as an independent contractor,
6 Defendants' position was that Plaintiff requested to be an independent contractor and was, concurrently
7 with her engagement with Defendants, conducting her own business. Further, Defendants' position was
8 that, even if Plaintiff should not have been classified as an independent contractor during that time
9 period, Defendants paid Plaintiff for all of the wages she represented to them she had worked, so any
10 failure to be paid wages was due to Plaintiff's conduct of failing to report having worked those hours.
11 [Coleman Decl., ¶ 5.]

12 With respect to Plaintiff's PAGA claim, Plaintiff was unable to discover Labor Code violations
13 which would trigger liability for Defendants. Defendant BHLA is not a business per se and is merely a
14 legal entity formed to deal with Defendant Pigozzi's real estate and personal life in California, and
15 Plaintiff was his personal assistant. [Coleman Decl., ¶ 6.] Specifically, the only other employees who
16 could potentially be aggrieved employees were (1) one other employee who was paid hourly, was not a
17 personal assistant and did not claim to be on-call 24 hours/day, 7 days per week like Plaintiff and, thus,
18 was not established to be owed any wages beyond those that were paid; and (2) Defendant Pigozzi's
19 current personal assistant who opted out of participating in any potential representative action.
20 [Coleman Decl., ¶ 7.]

21 On March 6, 2025, at a private mediation before the Hon. Dalila Lyons (Ret.) of Signature
22 Resolution, Plaintiff negotiated a confidential settlement of only causes of action One through Four, the
23 non-wage and hour claims. [Coleman Decl., ¶ 8.]

24 On March 21, 2025, at a second private mediation session also before Judge Lyons, Plaintiff
25 negotiated a confidential settlement of her individual wage and hour claims, pursuant to which the
26 PAGA claims would be dismissed without payment. The settlement amount for the individual wage
27 and hour claims is less than 10% of the amount Plaintiff prayed for in her complaint for these same
28 wage and hour claims. [Coleman Decl., ¶ 9.]

1 Pursuant to the terms of the two non-PAGA settlement agreements, on April 2, 2025, Plaintiff
2 submitted a request for dismissal of all of her claims with prejudice, excepting only the thirteenth cause
3 of action for PAGA. [Coleman Decl., ¶ 10.] This case is currently scheduled for trial on May 19, 2025,
4 with the sole remaining cause of action being the thirteenth cause of action for PAGA, which this
5 motion seeks to dismiss without prejudice. [Coleman Decl., ¶ 11.]

6 The parties executed a separate settlement agreement, pertaining only to the PAGA claims,
7 confirming no consideration is being paid, and the PAGA claims are simply being dismissed in
8 exchange for a waiver of costs. Concurrently herewith, Plaintiff is electronically submitting a copy of
9 the settlement agreement to the LWDA, as well as a copy of this motion. [Coleman Decl., ¶ 12; Exh.
10 1.]

11
12 **III. THE SETTLEMENT IS FAIR AND REASONABLE IN LIGHT OF PLAINTIFF'S**
13 **INDIVIDUAL CLAIMS**

14 Plaintiff is moving for approval of the dismissal of the PAGA claim, without prejudice, pursuant
15 to Labor Code §2699(1)(2). As Plaintiff only sought PAGA penalties, no employees are prejudiced.

16 California law provides some general guidance concerning judicial approval of any settlement.
17 Public policy generally favors settlement. *Neary v. Regents of University of California* (1992) 3 Cal.4th
18 273. Further, in the context of evaluating a PAGA settlement, “a trial court should evaluate a PAGA
19 settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to
20 remediate present labor law violations, deter future ones, and to maximize enforcement of state labor
21 laws.” *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77,¹ citing *Williams v. Superior Court*
22 (2017) 3 Cal.5th 531, 546 [PAGA “sought to remediate present violations and deter future ones”] and
23 *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980 [the declared purpose of PAGA was to augment
24 state enforcement efforts to achieve maximum compliance with labor laws]. Many of the factors
25 relevant to evaluate class action settlements, such as “the strength of the plaintiff's case, the risk, the
26 stage of the proceeding, the complexity and likely duration of further litigation, and the settlement
27 amount” can be “useful in evaluating the fairness of a PAGA settlement.” *Moniz*, 72 Cal.App.5th at 77.

28 ¹ Disapproved of on unrelated grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664

1 Here, this is not a class action, there is not a waiver of rights by former and/or current alleged
2 employees, and the LWDA has not participated in this case. Plaintiff will advise this Court at the time
3 a reply brief is due whether the LWDA has objected to the settlement.

4 As to the strength of the case, Plaintiff believed the case for liability as to her individual claims
5 was strong, but it was unclear whether a jury would award Plaintiff wage damages for the entirety of
6 her on-call time (e.g., 24 hours per day, 7 days per week), or only for that portion of the on-call time
7 that Plaintiff was actually called upon to work, a significantly lesser amount of time than 24 hours per
8 day, 7 days per week. This risk was a “swing” in Plaintiff’s potential damages of hundreds of
9 thousands of dollars. As to the strength of the case as to any other potentially aggrieved employees,
10 there was no evidence that Defendants would be liable at all. Specifically, there was no evidence that
11 any of Defendants’ other California employees, none of whom were personal assistants, were required
12 to be on-call at all, or that any of them were not paid wages for all hours worked. Even as to Defendant
13 Pigozzi’s current personal assistant, that personal assistant opted out of participating in this action; thus,
14 there was zero evidence this individual was owed any wages either, or that this personal assistant, like
15 Plaintiff, was required to be on-call beyond normal working hours.

16 With respect to the stage of the proceeding, the complexity and likely duration of further
17 litigation, Plaintiff has already requested dismissal with prejudice of all claims except the thirteenth
18 cause of action for PAGA. This factor strongly favors approval of the settlement. The parties reached
19 this settlement after nearly two years of litigation. The parties have conducted extensive investigation,
20 discovery, and arms-length negotiation between experienced and informed counsel and with the
21 assistance of a seasoned and well-respected mediator. The current trial date is May 19, 2025, and the
22 only claim that would be tried are the PAGA claims which, as set forth above, there is no evidence of
23 Defendants’ liability to any other potentially aggrieved employees. Further litigation would necessitate
24 further expenses and costs for both parties. Where a settlement provides timely, certain, and meaningful
25 recovery, it ought to be favored.

26 With respect to the settlement amount, the settlement reflects the parties’ mutual agreement to
27 allocate zero dollars to Plaintiff’s individual PAGA claim. The parties arrived at this amount based on
28 the exchange of substantial information and two private mediation sessions with a private mediator.

1 Plaintiff voluntarily entered into a separate agreement to accept a monetary benefit to settle her
2 individual claims and not pursue even her individual PAGA claim. Courts have previously approved
3 settlements where parties mutually agree to allocate zero dollars or another nominal amount to a PAGA
4 claim. See, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 [“We conclude the trial court
5 did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA
6 claims”]. Moreover, Plaintiff's settlement does not impair the rights or release the claims of other
7 allegedly aggrieved employees, including Defendant Pigozzi's current personal assistant who would
8 still be entitled to bring his own action, including another PAGA claim, if he subsequently reconsiders
9 having “opted out.” Accordingly, this factor also favors approval.

10 Here, the proposed settlement of the wage and hour claims was reached through arms-length
11 bargaining. The matter was settled only a few months before it was scheduled for trial. Plaintiff has
12 sufficient evidence to substantiate her own personal claims, but insufficient evidence to substantiate any
13 PAGA claims. Settlement of Plaintiff's claims only with prejudice, and dismissal of any PAGA
14 representative claims without prejudice, is reasonable under such circumstances.

15
16 **IV. CONCLUSION**

17 Plaintiff's motion to approve dismissal without prejudice of her thirteenth cause of action for
18 PAGA should be approved. The settlement of Plaintiff's individual claims is reasonable, given the
19 consideration Plaintiff is receiving therefor, the lack of evidence supporting penalties owing to any
20 other aggrieved employees, and given that any other potential claimants are still able to pursue a PAGA
21 claim should they wish to do so.

22
23 DATED: April 10, 2025

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

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25
26 By: 

Christina M. Coleman, Esq.
Attorney for Plaintiff
ELIZABETH SPELMAN

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- Starting March 7, 2022, Defendants finally began to properly classify Plaintiff as an employee, and paid Plaintiff via Payroll, but misclassified Plaintiff as an exempt employee, and paid Plaintiff only a flat salary.
- Plaintiff contends she was not properly classified as an exempt employee, was non-exempt, and should have been paid overtime.
- Plaintiff also contends that she was required to be on-call 24 hours per day/7 days per week, and should have been paid wages for all times that she was on-call, and should have been compensated for missed rest breaks and meal periods during which she was also on-call.

For her personal wage and hour claims, Plaintiff's complaint prayed for \$517,183.40, consisting of unpaid wages for working 24 hours/day, 7 days per week, including minimum wages and overtime, missed meal and rest breaks, paystub violations, and waiting time penalties. Plaintiff also prayed for PAGA penalties for herself alone of \$12,300, and similar amounts on behalf of all of Defendants' aggrieved employees estimated to exceed \$100,000.

4. Though I submitted the requisite pre-suit notice to the LWDA on Plaintiff's behalf, the LWDA did not respond to this notice and has not participated in this action.

5. Defendants disputed any liability in this action, including as to all of the wage and hour claims. Defendants' position was that Plaintiff was properly classified as an exempt employee based upon the nature of her position and the degree to which Defendants contended Plaintiff exercised independent discretion, in which case Plaintiff would not be entitled to any overtime, rest breaks, or meal periods. As to that portion of time during which Plaintiff was classified as an independent contractor, Defendants' position was that Plaintiff requested to be an independent contractor and was, concurrently with her engagement with Defendants, conducting her own business. Further, Defendants' position was that, even if Plaintiff should not have been classified as an independent contractor during that time period, Defendants paid Plaintiff for all of the wages she represented to them she had worked, so any failure to be paid wages was due to Plaintiff's conduct of failing to report having worked those hours.

6. With respect to Plaintiff's PAGA claim, Plaintiff was unable to discover Labor Code violations which would trigger liability for Defendants. According to Defendant Pigozzi's own deposition testimony, Defendant BHLA is not a business per se and is merely a legal entity formed to

1 deal with Defendant Pigozzi's real estate and personal life in California, and Plaintiff was his personal
2 assistant.

3 7. Specifically, the only other employees who could potentially be aggrieved employees
4 were (1) one other employee who was paid hourly, was not a personal assistant and did not claim to be
5 on-call 24 hours/day, 7 days per week like Plaintiff and, thus, was not established to be owed any wages
6 beyond those that were paid; and (2) Defendant Pigozzi's current personal assistant who opted out of
7 participating in any potential representative action pursuant to a *Belaire-West* notice issued in this case.

8 8. On March 6, 2025, the parties participated in a private mediation before the Hon. Dalila
9 Lyons (Ret.) of Signature Resolution, during which Plaintiff negotiated a confidential settlement of only
10 causes of action One through Four, the non-wage and hour claims.

11 9. On March 21, 2025, the parties participated in a second private mediation session also
12 before Judge Lyons, during which Plaintiff negotiated a confidential settlement of her individual wage
13 and hour claims, pursuant to which the PAGA claims would be dismissed without payment. The
14 settlement amount for the individual wage and hour claims is confidential, but is less than 10% of the
15 amount Plaintiff prayed for in her complaint for these same wage and hour claims. Plaintiff is receiving
16 \$0.00 for her PAGA claims. Plaintiff is not receiving a windfall or excess amounts for her individual
17 claims by dismissing the PAGA cause of action.

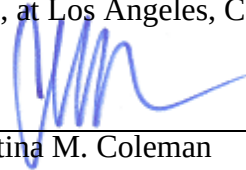
18 10. Pursuant to the terms of the two non-PAGA settlement agreements, on April 2, 2025, I
19 submitted Plaintiff's request for dismissal of all of her claims with prejudice, excepting only the thirteenth
20 cause of action for PAGA. As of the making of this motion, the dismissal is still pending.

21 11. This case is currently scheduled for trial on May 19, 2025, with the sole remaining cause
22 of action being the thirteenth cause of action for PAGA, which this motion seeks to dismiss without
23 prejudice.

24 12. Attached hereto as Exhibit 1, and incorporated herein by this reference, is a true and
25 correct copy of the PAGA Settlement Agreement executed by the parties on April 8, 2025. Concurrently
26 herewith, I am electronically submitting a copy of the settlement agreement to the LWDA, as well as a
27 copy of this motion. Service on the LWDA is being accomplished by electronic submission through its
28

1 portal. The entered order of dismissal will likewise be served on the LWDA via electronic submission
2 through its portal should the court approve the request for dismissal.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed this 12th day of April 2025, at Los Angeles, California.

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7 Christina M. Coleman
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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (hereinafter the “Agreement”) is made and entered into on April 8, 2025 (“Effective Date”) by and between Plaintiff Elizabeth Spelman (“Plaintiff”), on the one hand, and Defendants BHLA Corp. and Giovanni Pigozzi (collectively “Defendants”), on the other hand. Plaintiff and Defendants are sometimes referred to collectively as the “Parties,” or singularly as a “Party.”

RECITALS

WHEREAS, on April 20, 2025, Plaintiff filed an action in the Superior Court for the County of Los Angeles entitled *Elizabeth Spelman v. Giovanni Pigozzi, et al.* Los Angeles Superior Court Case No. 23STCV08795 (the “Lawsuit”).

WHEREAS, Plaintiff, Defendants and Defendants' insurer entered into a limited Confidential Settlement Agreement and Release of Claims effective March 19, 2025 (the "Limited Settlement Agreement") to resolve Plaintiff's claims in the Lawsuit expressly excluding the following causes of action asserted by Plaintiff in the Lawsuit as to Defendants, and each of them: (5) misclassification as independent contractor; (6) failure to pay wages (L.C. §§201, 1194); (7) failure to pay minimum wages (L.C. §§ 1182.12, 1194, 1194.2, 1197; (8) failure to pay overtime (L.C. §§ 510, 1194); (9) failure to provide meal and rest periods (L.C. §§ 226.7, 512); (10) failure to provide itemized wage statements (L.C. §§ 226 et. seq.); (11) waiting time penalties (L.C. §§ 201-203); (12) failure to permit inspection of payroll records (L.C. §§ 226, 1198.5); (13) Private Attorney General Act (“PAGA”) violations, to the extent they are based on any wage & hour violations; and (14) UCL violations (Bus. & Prof. Code § 17200 et. seq.) (collectively, the “Retained Claims”).

WHEREAS, Plaintiff and Defendants insurer entered into a Settlement Agreement and Mutual Release (“W&H Settlement Agreement”) effective March 21, 2025 to resolve the Retained Claims, expressly excluding the thirteenth cause of action for PAGA violations;

WHEREAS, pursuant to the Limited Settlement Agreement and W&H Settlement Agreement, on April 2, 2025, Plaintiff requested dismissal of the entire action with prejudice, excepting only the thirteenth cause of action for PAGA violations;

WHEREAS, trial of the Lawsuit is scheduled for May 19, 2025, with the sole remaining claim to be tried being the thirteenth cause of action for PAGA violations;

WHEREAS, it is the desire of the Parties to settle and discharge the thirteenth cause of action for PAGA violation, and avoid the time, expense, inconvenience, and uncertainty of trial.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the Recitals and the mutual promises and covenants contained herein, the Parties to this Agreement hereby agree as follows:

1. DISMISSAL AND WAIVER OF COSTS:

(a) Plaintiff's attorney shall seek dismissal of the PAGA Claim without prejudice, including by filing a motion to dismiss the PAGA Claim if required by the Court, and shall take all steps necessary to effect dismissal of the PAGA Claim as provided by this Agreement. Defendants and their counsel shall cooperate with Plaintiff's counsel in effecting the dismissal of the PAGA Claim. Despite the fact that the dismissal of the PAGA Claim is without prejudice, the W&H Settlement Agreement and the Limited Settlement Agreement effectively waive and release Plaintiff's PAGA Claim as to the Released Parties and prohibit Plaintiff from participating in any further PAGA claim or action related to any Released Party, and such waiver and release shall remain in effect and enforceable as set forth therein.

(b) As consideration for the dismissal, the parties agree to waive all costs and attorneys' fees incurred relating to the Lawsuit and effecting the purpose of this Agreement. Neither party shall be deemed a prevailing party for any purpose.

(c) Plaintiff has investigated her PAGA Claim through substantive discovery (including written discovery and depositions) in the Lawsuit and did not find any evidence of PAGA violations on behalf of herself or any other employees. As a result, no part of any settlement payment received by Plaintiff in relation to her non-PAGA claims was allocated to the resolution of Plaintiff's PAGA Claim. Further, the parties have agreed that no part of any settlement payment should be allocated to the payment of any PAGA penalties because the Parties agree that no PAGA penalties are warranted in the Lawsuit as a result of lack of evidence of PAGA violations.

2. NO ADMISSION: In no event shall this Agreement be deemed an admission of wrongdoing or liability of any kind by any Party.

3. SUBJECT HEADINGS: The subject headings of the paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

4. INTEGRATION: With the exception of the Limited Settlement Agreement and the W&H Settlement Agreement, this Agreement sets forth the entire agreement and understanding of the Parties and, when fully executed, shall supersede all prior and contemporaneous oral, written or other agreements and understandings respecting the subject matter hereof, again excluding the Limited Settlement Agreement and W&H Settlement Agreement, which this Agreement is intended to complement and not supersede. Nothing in this Agreement shall limit, alter, waive, reduce, amend, or otherwise affect any waiver or release of any claims, including with respect to Plaintiff's PAGA Claim, set forth in the Limited Settlement Agreement and/or the W&H Settlement Agreement.

5. AMENDMENTS: Unless expressly permitted herein, no supplement, modification or amendment of any term, provision or condition of this Agreement (including this

Paragraph) shall be binding or enforceable unless evidenced in a writing executed by the Parties hereto.

6. NO REPRESENTATIONS OR WAIVER: No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any Party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver. Notwithstanding the foregoing, this Paragraph expressly excludes the Limited Settlement Agreement, which complements and is not superseded by this Agreement, execution of which is a condition precedent to this Agreement.

7. APPLICABLE LAW: This Agreement shall be governed by and construed and enforced in accordance with and subject to the law of the State of California, without regard to its choice of law provisions.

8. SEVERABILITY: If any portion or term of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

9. REPRESENTATION BY COUNSEL: Each Party has had the opportunity to be represented by counsel of its choice with regard to the negotiation of this Agreement. Each Party is entering into this Agreement deliberately, advisedly, and of its own free will and volition. The Parties agree that each Party and its counsel, if any, have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. In this Agreement, the neuter gender includes the feminine and masculine and the singular includes the plural (and vice versa), and the words "person" and "Party" include corporation, partnership, firm, trust or association wherever the context so requires.

10. AUTHORITY TO ENTER INTO AGREEMENT. The Parties hereto represent and warrant that they have reviewed this Agreement with their respective attorneys, and that they have authority to enter into and to sign this Agreement on behalf of the Parties for which they are signing.

11. BINDING EFFECT. This Agreement is intended to be a valid, binding and enforceable contract. The terms of this Agreement are contractual, and not merely a recital.

12. COUNTERPARTS: The Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one and the same instrument. The counterparts will be binding on each of the parties hereto, even though the various Parties may have executed separate counterparts hereof. The counterparts may be executed by email, PDF, and/or facsimile.

IN WITNESS WHEREOF, the Parties to this Agreement each declare that they have carefully read, had explained, and fully understand this Agreement, and thereby execute this Agreement effective according to its terms.

Plaintiff:

DATED: April 8, 2025

By: _____


Elizabeth Spelman

Defendants:

BHLA CORP.

DATED: April 8, 2025

By: _____

Name:: _____

Its: _____

DATED: April 8, 2025

By: _____

Giovanni Pigozzi

IN WITNESS WHEREOF, the Parties to this Agreement each declare that they have carefully read, had explained, and fully understand this Agreement, and thereby execute this Agreement effective according to its terms.

Plaintiff:

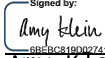
DATED: April 8, 2025

By: _____
Elizabeth Spelman

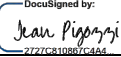
Defendants:

BHLA CORP.

DATED: April 8, 2025

By: 
Name: Amy Klein
Its: _____

DATED: April 8, 2025

By: 
Giovanni Pigozzi

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 113 N. San Vicente Blvd., Suite 341, Beverly Hills, CA 90211, and my electronic service address is: christina@christinacolemanlaw.com.

On April 10, 2025, I served the foregoing documents described as PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE DISMISSAL OF PAGA CLAIM WITHOUT PREJUDICE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHRISTINA M. COLEMAN; EXHIBIT 1 on the interested parties in this action as follows:

Frank Seddigh, Esq.
Seddigh Arbetter, LLP
Email: fs@sedbetter.com

*Attorneys for Defendants GIOVANNI
PIGOZZI and BHLA CORP.*

Alicia M. Veglia, Esq.
Seddigh Arbetter, LLP
Email: av@sedbetter.com

Labor and Workforce Development Agency
Electronic submission through portal

Kellon McGuire, Esq.
Email: k.mcguire.esquire@gmail.com

Co-counsel for Plaintiff

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on April 10, 2025, at Los Angeles, California.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ FEDERAL I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Christina M. Coleman



Journal Technologies Court Portal

Make a Reservation

ELIZABETH SPELMAN vs GIOVANNI PIGOZZI, et al.

Case Number: 23STCV08795 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-04-20 Location: Stanley Mosk Courthouse - Department 14

Reservation

Case Name: ELIZABETH SPELMAN vs GIOVANNI PIGOZZI, et al.	Case Number: 23STCV08795
Type: Motion re: (to Dismiss PAGA Claim Without Prejudice)	Status: RESERVED
Filing Party: Elizabeth Spelman (Plaintiff)	Location: Stanley Mosk Courthouse - Department 14
Date/Time: 05/07/2025 8:30 AM	Number of Motions: 1
Reservation ID: 442141442600	Confirmation Code: CR-4H3EAATVZNZIK4EHC

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt

Reserve Another Hearing

[View My Reservations](#)