

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

Attorney for Plaintiff,
SCARLETTE BARAJAS

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

SCARLETTE BARAJAS, an individual,
Plaintiff,

v.

MAGIC MOUNTAIN LLC, a California
limited liability company; and DOES 1
through 20, inclusive,
Defendants.

Case No. 23STCV08403

Assigned to the Hon. Stephanie M. Bowick, Dept. 19

**DECLARATION OF CHRISTINA M.
COLEMAN IN SUPPORT OF REQUEST FOR
APPROVAL OF PAGA SETTLEMENT**

Action filed: April 17, 2023
Trial date: April 22, 2025

I, Christina M. Coleman, do declare:

1. I am an attorney at law licensed to practice before all courts of the State of California, and am the principal of the Law Offices of Christina M. Coleman, APC, counsel for Plaintiff Scarlette Barajas herein. I have personal knowledge of the facts set forth herein, and if called upon as a witness could and would testify competently thereto. I file this declaration in support of Plaintiff's request for dismissal of her PAGA claim without prejudice as to any other allegedly aggrieved employee, and approval of settlement of Plaintiff's individual PAGA claim.

2. On Plaintiff's behalf, I filed her complaint on April 17, 2023, alleging claims for 1. Retaliation In Violation Of Gov't Code §§12940 Et Seq.; 2. Failure To Prevent Retaliation In Violation Of Gov't Code §12940(K); 3. Retaliation (Lab. Code §1102.5); 4. Failure To Pay Wages (Cal. Labor Code §§201, 1194); 5. Failure To Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197); 6. Failure To Pay Overtime Compensation (Cal. Labor Code §§510, 1194); 7. Failure To Provide Meal

1 And Rest Periods (Cal. Labor Code §§226.7, 512); 8. Failure To Provide Itemized Wage And Hour
2 Statements (Cal. Labor Code §§226, Et Seq.); 9. Private Attorney General Act (Cal. Labor Code §2699,
3 Et Seq); 10. Failure To Permit Inspection Of Personnel And Payroll Records (Cal. Labor Code §§226 And
4 1198.5); 11. Unfair Competition (Bus. & Prof. Code §17200 Et Seq.).

5 3. Plaintiff seeks a dismissal of the Ninth Cause of Action for Private Attorney General Act,
6 without prejudice as to any other allegedly aggrieved employee, and an approval of settlement of
7 Plaintiff's individual claims under this cause of action, and eventual dismissal.

8 4. Among other things, Plaintiff's complaint seeks to recover her individual damages for
9 Defendant's alleged failure to pay to her minimum wages for off the clock work in the approximate amount
10 of \$335.25, plus liquidated damages in the same amount thereon; failure to pay to her overtime wages for
11 that same off the clock work in the approximate amount of \$223.43; failure to pay to her one hour of
12 additional pay at her regular rate of pay for each meal and rest break violation in the approximate amount
13 of \$993.00, failure to provide itemized paystubs that include the wages due and owing for the meal and
14 rest break violations in the minimum amount of \$4,000; and statutory penalties in the amount of \$1,500
15 for Defendant's failure to permit inspection of Plaintiff's payroll and personnel records pursuant to Labor
16 Code sections 226(f) and 1198.5.

17 5. With respect to her wage and hour claims, Plaintiff claims that, when working as a VIP
18 Tour Guide, she was instructed to clock in and out for meals and breaks, but was forced to continue
19 working, and was not paid for that time, some of which constituted overtime. Plaintiff's remaining claims
20 are based on retaliation for complaining about what she perceived as sexual harassment.

21 6. Plaintiff's complaint also seeks to recover PAGA penalties for Defendant's alleged failure
22 to provide her and the other VIP tour guides with wages for the same off the clock work, meal and rest
23 breaks, itemized paystubs that include the wages due and owing for the off the clock work, and meal and
24 rest break violations.

25 7. Plaintiff's complaint also seeks attorney's fees and costs pursuant to Labor Code sections
26 201-203, et seq., 226, 1198.5, and 2699.

1 8. In advance of the Case Management Conference held on August 29, 2023, Defendant filed
2 its Case Management Statement, which disclosed four (4) other wage and hour cases pending at the Los
3 Angeles Superior Court:

- 4 a. Hamilton v. Magic Mountain, LLC, Case #19STCV33422
- 5 b. Watson v. Magic Mountain LLC, Case #20STCV24625
- 6 c. Petties v. Magic Mountain LLC, Case #22STCV09872
- 7 d. Turner v. Magic Mountain LLC, Case #22STCV23450

8 9. I have reviewed the operative complaints for each of the above-mentioned pending cases,
9 all of which have been related to Hamilton as the lead case, are pending in the Spring Street Courthouse.
10 Between the four lawsuits, all of the claims and penalties Plaintiff asserts in this case are subsumed by
11 one or more of these lawsuits, and because they are all still pending, cover the entire time period that
12 Plaintiff's lawsuit also covers. Defendant has not yet filed a Notice of Related Cases with respect to
13 Plaintiff's lawsuit.

14 10. Defendant's position is that the PAGA claims asserted by Plaintiff are completely
15 subsumed by the earlier filed cases, and that Plaintiff only has standing to pursue her own individual
16 PAGA claims. Defendant further disputes that Plaintiff suffered the wage and hour violations or any other
17 claims that she asserts.

18 11. Defendant has at all times vigorously denied that any of Plaintiff's claims have merit, and
19 have also vigorously denied that there are any aggrieved employees at all.

20 12. I have not communicated with any other potentially aggrieved employee except for
21 Plaintiff. I am not aware that any potentially-aggrieved employees other than Plaintiff are aware of this
22 lawsuit and/or are relying upon Plaintiff to pursue PAGA penalties on their behalf.

23 13. On November 12, 2023, the parties negotiated and reached a settlement of their dispute.
24 Attached hereto as Exhibit 1, and incorporated herein by this reference, is a true and correct copy of the
25 settlement agreement signed by Plaintiff. Plaintiff is still awaiting the counter-signed copy of the
26 Agreement from Defendant..

27 14. The settlement agreement is contingent upon the successful dismissal of Ninth Cause of
28 Action for PAGA claims without prejudice as to any other allegedly aggrieved employees, and approval

1 of the PAGA settlement as to Plaintiff's individual PAGA claims. If dismissal of the PAGA claim pursuant
2 to the parties' settlement is not approved, the settlement agreement is null and void. [Exh. 1, at ¶3(b).]

3 15. The Settlement Agreement contains a Civil Code section 1542 release for Plaintiff only,
4 and does not include releases by or for any aggrieved employees other than Plaintiff. [Exh. 1, at ¶4.]

5 16. Pursuant to the settlement agreement, Plaintiff is receiving \$45,000 for her individual
6 claims, including general damages related to her retaliation related claims, attorneys' fees and costs. This
7 sum also includes \$1,000.00 allocated to Plaintiff's unpaid wages, allocates \$1,000.00 for Plaintiff's
8 individual PAGA claims, with 75% thereof to be paid to the Labor and Workforce Development Agency
9 (LWDA) pursuant to Labor Code section 2699(i). 40% of the Plaintiff's share of the \$45,000
10 consideration will be paid to my firm pursuant to a contingency fee agreement. Costs of approximately
11 \$1,200 in attorney costs will be paid from Plaintiff's share of the \$45,000 consideration.

12 17. No other amounts are being deducted from the gross settlement amount.

13 18. There will be no payments in any amount to any purported aggrieved employees.

14 19. I am personally aware, having been intimately involved in the settlement negotiations, that
15 unless Defendant has communicated with Plaintiff without my knowledge (which I have no reason to
16 believe occurred), Plaintiff, nor I nor my firm have received no consideration (nor any promise of any
17 consideration), direct or indirect, for the dismissal of Defendant with respect to claims on behalf of any
18 other allegedly aggrieved employee. The consideration in the settlement agreement itself is the only
19 consideration Plaintiff is receiving from Defendant, and it is for resolution of Plaintiff's individual
20 retaliation and wage and hour claims against Defendant, Plaintiff's individual PAGA claims only, plus
21 fees and costs.

22 20. Plaintiff lacks a desire to proceed further in the case and instructed me to request the instant
23 settlement approval and aforementioned dismissal.

24 21. The dismissal of the PAGA claims as to any other allegedly aggrieved employee other than
25 Plaintiff is reasonable in light of the facts and circumstances of Plaintiff's case. The pool of aggrieved
26 employees contemplated by Plaintiff's original complaint was quite small compared to those at issue in
27 the four other pending actions, and includes only other VIP Tour Guides, all of whose claims are already
28 subsumed by the larger other pending actions. Plaintiff is not receiving a windfall or excess amounts for

her individual claims by dismissing the PAGA cause of action as to any other allegedly aggrieved employees. To the extent there are any other potentially aggrieved employees, their interests are adequately being protected by the other pending cases.

22. The approval of the settlement of Plaintiff's individual PAGA claims is also reasonable in light of the facts and circumstances of Plaintiff's case. In addition to the small amounts of unpaid wages sought by wage and hour claims, Plaintiff's primary claims are for retaliation, and the general damages and lost wages she claims to have suffered as a result of those claims. The damages claimed by Plaintiff for the retaliation alone exceed the \$45,000 settlement amount, not even including Plaintiff's attorney's fees and costs, which are recoverable on all of her retaliation claims. My attorney's fees incurred to date exceed \$27,000. The \$1,000 amount allocated to Plaintiff's individual claims, 75% of which will be paid to the LWDA, is \$400 more than the sum total of the first violation penalty for each of Plaintiff's claimed violations:

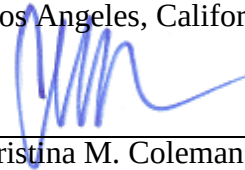
Labor Code § 226.3 (willful paystub violation)		
First Violation		\$ 250.00
Labor Code § 226.7 (failure to pay missed meal and rest period compensation)		
First Violation		\$ 100.00
Labor Code § 510 (failure to pay overtime wages)		
First Violation		\$ 100.00
Labor Code § 512 (failure to provide meal periods)		
First Violation		\$ 100.00
Labor Code § 558 (violation of Labor Code or Wage Order provisions)		
First Violation		\$ 50.00
TOTAL PAGA PENALTIES:		\$ 600.00

23. This declaration and the proposed order approving the settlement and dismissal are being served on the LWDA and defense counsel prior to its filing with the Court. Service on the LWDA is being accomplished by electronic submission through its portal. The entered order approving the settlement and dismissal will likewise be served on the LWDA via electronic submission through its portal should the court approve the request for dismissal.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed 21 November 2023, at Los Angeles, California.

3
4 
Christina M. Coleman

SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is entered into by and between Scarlett Barajas (“Plaintiff”), on the one hand, and Defendant Magic Mountain LLC (“Defendant”), on the other hand, (individually “Party” and collectively “the Parties”), in connection with Plaintiff’s claims against Defendant.

RECITALS

- A. WHEREAS, Plaintiff filed a complaint entitled *Scarlette Barajas v. Magic Mountain LLC* in Los Angeles Superior Court, Case No. 23STCV08403 (the “Action”), in which Plaintiff alleged: 1) Retaliation in Violation of Government Code § 12940, *et seq.*; 2) Failure to Prevent Retaliation in Violation of Government Code § 12940(K); 3) Retaliation (Lab. Code §1102.5); 4) Failure to Pay Wages (Cal. Labor Code §§201, 1194); 5) Failure to Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197); 6) Failure to Pay Overtime Compensation (Cal. Labor Code §§510, 1194); 7) Failure to Provide Meal and Rest Periods (Cal. Labor Code §§226.7, 512); 8) Failure to Provide Itemized Wage and Hour Statements (Cal. Labor Code §§226, *et seq.*); 9) Private Attorney General Act (Cal. Labor Code §2699, *et seq.*); (10) Failure to Permit Inspection of Personnel and Payroll Records (Cal. Labor Code §§226 and 1198.5); and (11) Unfair Competition (Bus. & Prof. Code §17200 *et seq.*);
- B. WHEREAS, Defendant denies and disputes any and all of the alleged claims and allegations in the Action or those that could have been asserted by Plaintiff as a result of Plaintiff’s employment or any action allegedly taken against her during her employment, and/or any relationship between Plaintiff and Defendant;
- C. WHEREAS, the Parties to this Agreement desire to fully and finally compromise, settle and discharge the Action, including all claims, controversies, demands, actions or causes of action which they may have or claim to have against one another, or any individuals or entities which are in any way related to the Parties, including those that arise out of or relate to the Action, all claims asserted by and between the Parties, and any matters arising out of or in connection with Plaintiff’s employment or any action allegedly taken against her during her employment, and/or any relationship between Plaintiff and Defendant, including but not limited to employment matters, compensation disputes, contractual matters and/or torts; and
- D. WHEREAS, Defendant enters into this Agreement based solely on Plaintiff’s representation that this Agreement will resolve any and all claims Plaintiff has or could have against Defendant for any issue relating to her employment and that Plaintiff has waived any right to pursue any lawsuit against Defendant with respect to her employment or any other issue that arose prior to her execution of this Agreement.
- E. NOW, THEREFORE, in consideration of these promises and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

Throughout this Agreement, the terms “Magic Mountain LLC” or “Defendant” shall encompass the following:

- (a) Magic Mountain LLC, as well as any division thereof, parent, subsidiary, affiliated entity, or related entity, predecessors, successors and assigns of any of the foregoing; and
- (b) Any current or former officer, director, trustee, agent, employee, shareholder, representative, attorney, insurer, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan) of an entity referenced in or encompassed by Subparagraph 1(a).

The term “Effective Date” shall mean the date on which Plaintiff executes this Agreement.

2. Terms of Settlement

In exchange for delivery of a counterpart of this Agreement duly signed by Plaintiff, Defendant agrees to pay Plaintiff, within thirty (30) days of the Effective Date, subject to section 3(a), below, the total sum of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) (the “Settlement Payment”) to settle all claims by Plaintiff, including but not limited to the Action. The Settlement Payment will be paid on behalf of Defendant as follows:

- (a) Payable to Plaintiff, as compensation for allegedly unpaid wages in connection with the Action, the gross sum of One Thousand Dollars and Zero Cents (\$1,000.00) less legally required deductions, said amount to be reported by Defendant on an IRS Form W-2 as appropriate;
- (b) Payable to “Law Offices of Christina M. Coleman, APC Client Trust Account,” as penalty compensation for Plaintiff’s individual PAGA claims, the gross sum of One Thousand Dollars and Zero Cents (\$1,000.00), 75% of which Plaintiff agrees will be distributed to the Labor and Workforce Development Agency pursuant to Labor Code section 2699(i); said amount to be reported by Defendant on an IRS Form 1099 as appropriate;
- (c) Payable to “Law Offices of Christina M. Coleman, APC Client Trust Account,” for Plaintiff’s general damages, including emotional distress, and compensation for Plaintiff’s counsel for attorneys’ fees and costs incurred in the Action, the sum of Forty-Three Thousand and Zero Cents (\$43,000.00), said amount to be reported by Defendant on an IRS Form 1099 as appropriate.

All checks will be sent via nationally-recognized overnight delivery service to c/o Christina M. Coleman, Law Offices of Christina M. Coleman, APC, 113 N San Vicente Blvd., Suite 341, Beverly Hills, CA 90211.

Plaintiff agrees that payment in the manner set forth in this section is acceptable to her.

Defendant will make appropriate wage withholdings and other tax reporting as required by law.

In paying the amount specified in this Paragraph 2, Defendant makes no representation as to the tax consequences or liability arising from the Settlement Payment or any other payment designated in this Paragraph 2. Plaintiff agrees to indemnify Defendant and the Releasees, as defined in Paragraph 4, from all tax and/or other liability (including, but not limited to, fines, penalties, interest, and costs) arising from or relating the payments described in Paragraph 2 and/or imposed by the Internal Revenue Service, the State of California, or any other taxing agency or tribunal as a result of the lack of tax withholdings on the payment described in this Paragraph 2. Defendant agrees that any claims, assessments, liens, or liabilities, including but not limited to, taxes, interest, penalties, and fines that may be imposed upon Defendant by any taxing authority, whether federal, state, or local, arising out of the payment set forth in Paragraph 2, will be Defendant's sole responsibility, including attorneys' fees and costs.

3. Timing.

- (a) *Of payment.* Defendant has no obligation to provide the consideration as set forth in Paragraph 2, above: A) until after counsel for Defendant has received this Agreement executed by Plaintiff; and B) until Plaintiff has executed and provided current IRS Forms W-9 for Plaintiff and Plaintiff's counsel to Defendant.
- (b) *Approval of the PAGA Settlement.* In consideration for the sums that Defendant shall pay under this Agreement, Plaintiff or her attorneys shall seek approval of the PAGA Settlement as to Plaintiff's individual claims, and dismissal without prejudice of the representative claims, within three (3) days after the Effective Date. Should the Court not approve the dismissal of this case as contemplated herein, the Parties agree to confer and renegotiate this Agreement for purposes of obtaining approval. Should the Parties be unable to obtain approval of the Settlement, this Agreement is null and found. To the extent Defendant has already paid the Settlement Payment before it is clear that the Parties will be unable to obtain approval of the Settlement, Plaintiff agrees to return the entire Settlement Amount to Defendant within 5 days of the Court's order refusing approval.
- (c) *Dismissal of the Action with Prejudice.* In consideration for the sums that Defendant shall pay under this Agreement, and assuming the dismissals required by Paragraph 3(b) have already been achieved upon the Court's approval of the Settlement, Plaintiff or her attorneys shall dismiss the remainder of the Action with prejudice, within three (3) days after receipt of the Settlement Payment or approval of the Settlement as required by Paragraph 3(b), whichever is later.

4. General Release and Waiver

In consideration for the payment reflected in Paragraph 2, Plaintiff (for herself, her agents, assigns, heirs, executors, and administrators) hereby releases and discharges Defendant (including any division thereof, parent, subsidiary, affiliated entity, or related entity, predecessors, successors and assigns of any of the foregoing, any current or former owner, officer, director, trustee, agent, employee, shareholder, representative, attorney, insurer, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan) of any of these entities) (referred to herein collectively as "Releasees" and individually as "Releasee")

from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the date Plaintiff executes this Agreement, and waives all claims relating to, arising out of, or in any way connected with her employment with Defendant of any nature whatsoever, including, without limitation, any claim, demand, action, cause of action, including money damages and claims for attorneys' fees, based on but not limited to:

- (a) The Age Discrimination in Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. § 621, et seq.;
- (b) The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.;
- (c) The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq.;
- (d) The Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq.;
- (e) The Civil Rights Act of 1866 and 1964, as amended, 42 U.S.C. § 1981, et seq.;
- (f) Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.;
- (g) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.;
- (h) The Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.;
- (i) The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq.;
- (j) The California Worker Adjustment and Retraining Notification Act, Cal. Labor Code § 1400, et seq.;
- (k) The California Fair Employment and Housing Act, Cal. Gov't Code § 12940, et seq.;
- (l) The California Family Rights Act of 1993, Cal. Gov't Code § 12945.2;
- (m) The California Equal Pay Law, Cal. Lab. Code § 1197.5, et seq., or any California wage payment law;
- (n) Any other section of the California Labor Code;
- (o) Any section of the applicable Order of the California Industrial Welfare Commission;
- (p) Any existing or potential entitlement under any Defendant program or plan, including wages or other paid leave;
- (q) Any existing or potential agreement, contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written);
- (r) Claims arising under any other federal, state and local fair employment practices law, disability benefits law, and any other employee or labor relations statute, executive order, law or ordinance, and any duty or other employment-related obligation, claims arising from any other type of statute, executive order, law or

ordinance, claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of contract, intentional infliction of emotional distress, negligence, discrimination, harassment, and retaliation, together with all claims for monetary and equitable relief, punitive and compensatory relief and attorneys' fees and costs; and

- (s) The California Constitution and/or the United States Constitution.

Plaintiff understands and agrees that she is releasing Defendant from any and all claims by which she is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Plaintiff or on Plaintiff's behalf. Notwithstanding the foregoing, this Agreement is not intended to operate as a waiver of any retirement or pension benefits that are vested, the eligibility and entitlement to which shall be governed by the terms of the applicable plan. Nor shall this Agreement operate to waive or bar any claim or right which—by express or unequivocal terms of law—may not under any circumstances be waived or barred. Moreover, this Agreement shall not operate to waive rights, causes of action or claims under the ADEA if those rights, causes of action or claims arise after the date Plaintiff signs this Agreement. Nor shall this Agreement preclude Plaintiff from challenging the validity of this Agreement under the ADEA.

Express Mutual Waiver of Section 1542. Plaintiff and Defendant acknowledge that each Party is aware of and familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each other, Plaintiff and Defendant expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all released claims which each of the Parties to this Agreement does not know or suspect to exist in the Party's favor against each other Party, and that this Agreement contemplates the extinguishment of any such claim or claims. The Parties to this Agreement, being aware of and familiar with Section 1542, hereby waive and relinquishes any and all rights and benefits they have thereunder as well as under any other statute or common law principle of similar effect.

5. Covenant Not to Sue.

The Parties to this Agreement on behalf of themselves, their agents, successors, assigns and affiliates agree that they will not make, assert or maintain against any person, partnership, or corporation released herein, any claim, demand, action or suit arising out of or in connection with the matters herein released.

6. No Other Claims Pending.

Plaintiff represents and warrants that, other than a potential workers compensation claim,

Plaintiff has not filed or otherwise initiated any complaint, cause of action or claim against Defendant based on events occurring prior to and including the date she executes this Agreement. Plaintiff further represents and warrants that, as of the date she executes this Agreement, and, other than a potential workers compensation claim, Plaintiff is unaware of any outstanding complaints, causes of action or claims against Defendant that involve or relate in any way to Plaintiff. Defendant represents and warrants that Defendant has not filed or otherwise initiated any complaint, cause of action or claim against Plaintiff based on events occurring prior to and including the date Defendant executes this Agreement. Defendant further represents and warrants that, as of the date Defendant executes this Agreement, Defendant is unaware of any outstanding complaints, causes of action or claims against Plaintiff that involve or relate in any way to Defendant.

7. No Assignment of Released Claims.

Plaintiff represents and warrants that neither she, nor any of her agents, successors, assigns, and affiliates, have assigned or transferred or purported to transfer or assign any matter herein released, and agrees to indemnify and hold Defendant harmless from and against any claim, demand, damage, debt, liability, cost or expense or cause of action, including attorneys' fees paid or incurred, arising out of any breach of such representations or warranties.

8. Confidentiality.

(a) Plaintiff agrees that ensuring and preserving the confidentiality of the terms of this Agreement, the Settlement Payment, and the settlement negotiations, are material and indispensable elements of this Agreement, and that the provisions of this Paragraph are intended to, and shall, be binding on Plaintiff upon execution of this Agreement, and forever thereafter. But for the provisions of this Paragraph stated herein, Defendant would not have entered into this Agreement.

(b) Plaintiff shall not disclose any information concerning the terms of this Agreement, the Settlement Payment, the settlement negotiations, and the amounts paid to or received by Plaintiff, to any other person, any past, current, or future employee of Defendant, except as may be needed to obtain approval of the dismissal of the Action and except that if required, Plaintiff may disclose this information to her attorney, spouse, or tax advisor. If any third party inquires about the terms of this Agreement, or this Agreement itself, a response that "the matter has been resolved" (or words to that effect) will not cause a breach of this Agreement as long as this is all that is disclosed. Plaintiff shall be responsible for ensuring that the confidentiality provisions of this Agreement are fully explained and adhered to by anyone to whom she makes required disclosures pursuant to this Paragraph.

(c) The Parties mutually agree that they shall not disparage the other Party or any of the RELEASEES in any manner that is recklessly or maliciously untrue. Notwithstanding the Parties' nondisparagement obligations set forth herein, the Parties understand that this Paragraph does not restrict any of Plaintiff's rights protected under the National Labor Relations Act, including but not limited to discussing terms and conditions of employment, or communicating or assisting the NLRB in relation to an investigation or litigation.

(d) Unless otherwise provided by law, Plaintiff agrees to not aid and abet any third party, including but not limited to any past, current, or future employee of Defendant, in making,

asserting, bringing, or maintaining any claim, demand or civil action against Defendant or any other employee of Defendant for anything that occurred before the date she executes this Agreement.

(e) The Parties agree that the amount of damages resulting from a violation of this provision may be difficult to ascertain. As a result, the Parties agree that in lieu of actual damages, any violation of any portion of this Paragraph 8 will be subject to liquidated damages in the amount of \$250.00 per proven violation.

9. Independent Legal Advice.

The Parties to this Agreement represent and agree that in executing this document they do so with full knowledge of the rights they may have in respect to the other Parties to this Agreement, and that they have received independent legal advice as to these rights from counsel whose signatures are reflected herein.

10. Denial of Liability.

Nothing herein shall be construed as an admission by any Party of any liability of any kind to the other Party.

12. Retained Jurisdiction.

The Superior Court of California for the County of Los Angeles shall retain jurisdiction over the Action and each of the Parties to enforce the terms of the Agreement against any non-performing party pursuant to California Code of Civil Procedure section 664.6. It is the intent of the Parties, pursuant to California Evidence Code sections 1122(a)(1) and 1123(b) and California Code of Civil Procedure section 664.6, that all terms of this Agreement may be disclosed to a court of law and shall be enforceable and binding upon the Parties in a court of law.

13. Attorneys' Fees and Costs.

The Parties understand and agree that each shall bear its own costs and attorneys' fees incurred to date in this Action and also its own costs and attorneys' fees incurred in connection with the negotiation, preparation, and execution of this Agreement. Except as expressly stated herein, Plaintiff's Counsel are not receiving any compensation associated with this Agreement. The Parties agree further that should a dispute arise over the enforcement of a material term in this Agreement, the prevailing Party shall be entitled to recovery of the costs and reasonable attorneys' fees incurred in connection with any such dispute.

14. No Additional Recovery.

It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Releasees other than the funds received pursuant to this Agreement as set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Releasee receives any other claims, including a claim for contribution, any indemnity arising out of a claim brought by the Plaintiff against another person, Plaintiff shall indemnify and hold harmless the Releasees for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this

Agreement shall act as a general release, releasing not only the Releasee but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasees with respect to any liability that person, firm, or corporation may have to Plaintiff. Nothing in this paragraph applies to any workers compensation claim separately brought by Plaintiff.

15. Nonwaiver.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. In the event that any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall nonetheless be binding with the same effect as though the void or unenforceable parts were deleted.

16. Severability.

The Parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, the provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

17. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of all Parties hereto, and their respective heirs, representatives, successors and assigns.

18. Additional Documents.

Each Party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments, and do such other acts, as may be required or convenient to carry out the intent and purpose of this Agreement.

19. Choice of Law.

This Agreement shall be governed by and construed under and in accordance with the laws of the State of California.

20. Gender/Paragraph Headings/Construction.

As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted against either Party, but according to the application of other rules of contract interpretation, if any ambiguity or uncertainty exists.

21. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

22. Facsimile/Digital Signatures.

A facsimile or digital signature, such as DocuSign, shall be treated as an original signature for all purposes.

23. Authority.

The corporate signatory below represents that she is authorized to execute this Agreement on behalf of the entities named, and to bind such entities to the terms of this Agreement.

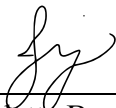
24. Entire Agreement.

This Agreement contains all representations, and the entire understanding among the Parties, and supersedes all prior written and oral agreements that exist or may exist between the Parties. This Agreement may be modified only by written instrument signed by all the Parties hereto.

BY SIGNING THIS AGREEMENT, I STATE THAT: I HAVE READ IT; I UNDERSTAND IT AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS; I AGREE TO ALL THE TERMS CONTAINED WITHIN THE AGREEMENT; I AM AWARE OF MY RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT AND HAVE HAD THE OPPORTUNITY TO DO SO; I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

Dated: 11/12/23



Plaintiff, Scarlett Barajas

Dated: _____

Defendant, Magic Mountain LLC
By:

21. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

22. Facsimile/Digital Signatures.

A facsimile or digital signature, such as DocuSign, shall be treated as an original signature for all purposes.

23. Authority.

The corporate signatory below represents that she is authorized to execute this Agreement on behalf of the entities named, and to bind such entities to the terms of this Agreement.

24. Entire Agreement.

This Agreement contains all representations, and the entire understanding among the Parties, and supersedes all prior written and oral agreements that exist or may exist between the Parties. This Agreement may be modified only by written instrument signed by all the Parties hereto.

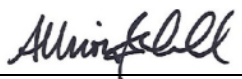
BY SIGNING THIS AGREEMENT, I STATE THAT: I HAVE READ IT; I UNDERSTAND IT AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS; I AGREE TO ALL THE TERMS CONTAINED WITHIN THE AGREEMENT; I AM AWARE OF MY RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT AND HAVE HAD THE OPPORTUNITY TO DO SO; I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

Dated: _____

Plaintiff, Scarlett Barajas

Dated: November 10, 2023



Defendant, Magic Mountain LLC
By: Allison Reddoch
Its: VP, Corporate Counsel

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 November 21, 2023,, I served the foregoing document described as DECLARATION OF CHRISTINA M. COLEMAN IN SUPPORT OF REQUEST FOR APPROVAL OF PAGA SETTLEMENT on the interested parties in this action as follows:

☒ By transmitting an electronic copy of the document to each addressee as follows:

Steve L. Hernandez, Esq.

DLA Piper LLP (US)

Email: steve.hernandez@us.dlapiper.com

Attorneys for Defendant MAGIC

MOUNTAIN LLC

Jose Pomposo Barajas, Esq.

DLA Piper LLP (US)

Email: jose.pomposo@us.dlapiper.com

Courtesy copy to:

Diane.Tornez@us.dlapiper.com

Labor and Workforce Development Agency

Electronic submission through portal

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2) and 1013(g), and the parties' stipulation confirmed by the Arbitrator's Scheduling Order to accept service electronically, I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on November 21, 2023, 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