

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement” or “Settlement”) is entered into by and between Jered Ortega, individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Loran Pulido (when referred to jointly, Jered Ortega and Loran Pulido will be referred to as “Plaintiffs”) and YMCA of San Diego County (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are former employees of Defendant. Plaintiff Jered Ortega (“Plaintiff Ortega”) was employed by Defendant from approximately January 2016 to June 2022, with periods of furlough and lay-off between March 2020 and June 2021. Plaintiff Loran Pulido (“Plaintiff Pulido”) was employed by Defendant from approximately September 2023 to November 2023;

(b) On May 25, 2023, Blackstone Law, APC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff Ortega to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff Ortega’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-957559-23 (“PAGA Notice”);

(c) On October 6, 2023, Plaintiff Ortega filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Jered Ortega v. YMCA of San Diego*, San Diego County Superior Court Case No. 37-2023-00043645-CU-OE-CTL (“Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(d) The law firm of Wilson Turner Kosmo LLP (“Defendant’s Counsel”) represented Defendant throughout the Action;

(e) Plaintiff’s Counsel and Defendant’s Counsel engaged in settlement discussions in an attempt to resolve the Action. Among other things, Defendant produced a sampling of hundreds of employees’ time and payroll records and data relating to the full group of allegedly aggrieved employees to allow Plaintiff to fully evaluate the claims in this Action;

(f) In March 2024, Plaintiff's counsel informed Defendant's Counsel that Plaintiff Pulido intended to join Plaintiff Ortega's PAGA action and to bring individual claims of her own against Defendant;

(g) On April 16, 2024, the Parties mediated the Action with mediator Chris Barnes. After a full day mediation, ongoing follow-up by the mediator over the course of multiple weeks, and ultimately a mediator's proposal, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(h) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below);

(i) The Parties, Plaintiff's Counsel and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of two million eight hundred twenty-nine thousand seven hundred and forty dollars (\$2,829,740.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below). Defendant shall have no obligation to pay the Gross Settlement Amount prior to the deadlines set forth in Paragraph 5(a) of this Settlement Agreement. The Gross Settlement Amount will be allocated as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is nine hundred ninety thousand four hundred nine dollars (\$990,409.00), and reimbursement of litigation costs and expenses in the amount of up to twenty-five thousand dollars (\$25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of five thousand dollars (\$5,000.00) ("General Release Fee") to each of the Plaintiffs, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of thirty thousand dollars (\$30,000.00) ("Settlement Administration Costs") to Apex Class Action Administration ("Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period beginning August 2, 2022, and through June 21, 2024 is the “PAGA Period.” The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Employees’ Portion.”

(6) The Aggrieved Employees are estimated to consist of approximately 7,474 individuals who worked approximately 155,267 pay periods during the PAGA period. If the actual number of Pay Periods (as defined in Section 5(c) below) is more than ten percent (10%) above 155,267, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 170,794 Pay Periods (which is 10% greater than 155,267).

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys’ Fees and Costs, the General Release Fees, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

(c) With the exception of the Attorneys’ Fees and Costs described in Section 3(a)(1), above, all Parties shall bear their own fees and costs. Released Parties shall have no liability to Plaintiff’s Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of the Attorneys’ Fees and Costs awarded by the Court. Plaintiff’s Counsel assumes full responsibility and liability for taxes owed on the Attorneys’ Fees and Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4. Approval and Implementation of the PAGA Settlement.

(a) The Parties agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs’ Counsel. Plaintiffs’ Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defendant’s Counsel, attention to Mary P. Snyder, for review at least five (5) days before the motion is filed. Defendant’s Counsel will be given an opportunity to

comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(c) Plaintiffs shall submit a [Proposed] Order and Judgment which seeks the Court's approval of the Settlement and entry of judgment thereon, in accordance with the terms of the PAGA Settlement. Judgment will not release or bar any claims other than the PAGA Released Claims as to the State of California and the Aggrieved Employees. The judgment will release and bar any and all claims, in addition to the PAGA Released Claims, as to Plaintiffs.

(d) After approval of the Settlement, the Court will have continuing jurisdiction solely for purpose of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in the Settlement Agreement.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. Payment of the Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement in three installments broken down as follows: two installments of \$943,246.67 and a final installment of \$943,246.66. The first installment shall be due within twenty-one (21) calendar days of the Effective Date of this Settlement Agreement. The following 2 installments shall each be two months following the prior installment payment. If the date by which any payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) The effective date of this Settlement Agreement refers to the latest of the following dates: (1) if no appeal is filed, 65 days after the court enters an Order approving the PAGA Settlement and Judgment; or (2) if an appeal from the Order Granting Approval of PAGA Settlement and Judgment is filed, the date the appeal is dismissed or denied and the Order Granting Approval of PAGA Settlement and Judgment is affirmed and can no longer be subject to appellate review ("Effective Date").

(c) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), to be determined based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved

Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees beyond those specified in this Settlement Agreement.

(2) The Settlement Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

(3) The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under the US Treasury Regulation Section 468B-1.

(d) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) hire and termination dates; and (vi) number of Pay Periods.

(2) The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for each individual identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the final installment of the Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be

canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the final installment of the Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the final installment of the Gross Settlement Amount, the Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the final installment of the Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the final installment of the Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiff and the State of California with Respect to the Aggrieved Employees.

(a) Upon the full funding of the Gross Settlement Amount, Plaintiffs and the State of California with respect to the Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders ("Released Claims").

(b) Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted,

which Plaintiffs have or may have as of the date of execution of this Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiffs' employment and/or separation of employment with Defendant, including any claims arising under any federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of implied covenant of good faith and fair dealing, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in their individual capacities, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

7. **Separate Non-PAGA Settlement Agreements.** The Parties have separately entered into settlement agreements regarding the non-PAGA claims by Plaintiffs Ortega and Pulido against Defendant. Nothing in this Agreement shall be construed to limit the Parties' rights under the separate agreements.

8. **Complete PAGA Agreement.** The Parties each acknowledge and represent that no promise or representation relating to the settlement of their PAGA claims not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA released claims.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and be

unable to be modified to be made enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

11. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) The terms of this Settlement shall remain confidential until the court approval paperwork is filed. Even after the approval paperwork is filed, Plaintiffs and their counsel agree not to make any public statements, issue any press releases, place information regarding this Settlement on their website, or make any other announcements publicizing this Settlement except that:

- i. Following Preliminary Approval, Plaintiffs' counsel may state on their website that they settled a PAGA action in San Diego Superior Court for "just over" or "approximately" \$2.8 million (or may give the exact amount of the PAGA settlement reflected in Paragraph 3(a) above), and may generally describe the claims at issue, provided that they describe Defendant only as "Defendant Employer," and do not provide any other information that identifies or suggests the identity of Defendant.
- ii. Plaintiffs and Plaintiffs' Counsel will respond to any press inquiries concerning the Settlement only by stating "no comment."
- iii. Plaintiffs' Counsel may refer to the Settlement, including but not limited to the case name and number, in any adequacy of counsel declarations, or court filings directly related to the adequacy of counsel declarations, at any time in the future.

(c) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument.

A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(d) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(e) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement Agreement has been reviewed in full and is executed knowingly and voluntarily.

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Chris Barnes. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

(g) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, knowingly and voluntarily accept and agree to the provisions contained it, and knowingly and voluntarily execute this Settlement Agreement as of the date set forth below:

Dated: 6/20/24

PLAINTIFF JERED ORTEGA



Jered Ortega

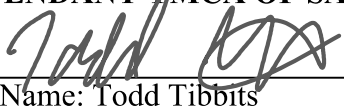
Dated: _____

PLAINTIFF LORAN PULIDO

Loran Pulido

Dated: 7/18/24

DEFENDANT YMCA OF SAN DIEGO



Full Name: Todd Tibbits
Title: CEO
On behalf of YMCA of San Diego County

APPROVED AS TO FORM ONLY:

Dated: 01/17/25

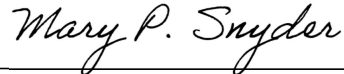
BLACKSTONE LAW, APC



Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs Jered Ortega and
Loran Pulido

WILSON TURNER KOSMO LLP

Dated: 7/18/24



Mary P. Snyder
Susan I. Henderson
Attorneys for Defendant YMCA of San
Diego County

A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(d) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(e) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement Agreement has been reviewed in full and is executed knowingly and voluntarily.

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Chris Barnes. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

(g) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, knowingly and voluntarily accept and agree to the provisions contained it, and knowingly and voluntarily execute this Settlement Agreement as of the date set forth below:

PLAINTIFF JERED ORTEGA

Dated: _____

Jered Ortega

PLAINTIFF LORAN PULIDO

Dated: 06/21/2024



Loran Pulido

DEFENDANT YMCA OF SAN DIEGO

Dated: _____

Full Name: Todd Tibbits
Title: CEO
On behalf of YMCA of San Diego County