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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REBECCA REYES LOMELI and DANITA
GOSS, as individuals on behalf of themselves
and on behalf of all others similarly situated
and aggrieved,

Plaintiff,

v.

LOS ANGELES LGBT CENTER, a
California corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 24STCV02011

[Consolidated Case No.: 24STCV08409]

[Assigned to the Hon. David S. Cunningham
in Dept. 6]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 25, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Rebecca Reyes Lomeli and Danita Goss (collectively, “Plaintiffs”), on the one
3 hand; and defendant Los Angeles LGBT Center (“Defendant”), on the other hand. The
4 Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

5 1. DEFINITIONS

6 1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against
7 Defendant, captioned *Kyle Neely v. Los Angeles LGBT Center*, Case No. 21STCV28073, initiated
8 on July 30, 2021, and pending in Superior Court of the State of California, County of Los Angeles
9 (the “Neely Class Action”), *Rebecca Reyes Lomeli, et al. v. Los Angeles LGBT Center*, Case No.
10 24STCV08581, initiated on April 5, 2024, and pending in Superior Court of the State of
11 California, County of Los Angeles (the “Lomeli PAGA Action”), *Roberto Palomo v. Los Angeles*
12 *LGBT Center*, Case No. 24STCV02011, initiated on January 25, 2024, and pending in Superior
13 Court of the State of California, County of Los Angeles (the “Palomo Class Action”), and
14 *Roberto Palomo v. Los Angeles LGBT Center*, Case No. 24STCV08409, initiated on April 3,
15 2024, and pending in Superior Court of the State of California, County of Los Angeles (the
16 “Palomo PAGA Action”).

17 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
18 neutral entity the Parties have agreed to appoint to administer the Settlement.

19 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
20 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
21 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
22 Preliminary Approval of the Settlement.

23 1.4. “Aggrieved Employees #1” means all persons employed by Defendant in California and
24 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
25 Period #1.

26 1.5. “Aggrieved Employees #2” means all persons employed by Defendant in California and
27 classified as an exempt, salaried employee who worked for Defendant during the PAGA Period
28 #2 in one of the job positions identified in **Exhibit B** attached to the Agreement.

1.6. “Class #1” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period #1.

1.7. “Class #2” means all persons employed by Defendant in California and classified as an exempt, salaried employee who worked for Defendant during the Class Period #2 in one of the job positions identified in **Exhibit B** attached to the Agreement.

1.8. “Class Period #1” means the period from July 30, 2017, through the date of Preliminary Approval.

1.9. “Class Period #2” means the period from January 25, 2020, through the date of Preliminary Approval.

1.10. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.11. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action(s).

1.12. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); (5) number of Class Period #1 and/or Class Period #2 Workweeks and PAGA Pay Periods; and (6) Defendant’s time records, payroll records, or other business records sufficient for the Settlement Administrator to determine the days actually worked by Class Members.

1.13. “Class Member” or “Settlement Class Member” means a member of Class #1 and/or Class #2, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.14. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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1 1.15. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
2 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
3 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
4 A and incorporated by reference into this Agreement.

5 1.16. “Class Representative(s)” means the named Plaintiffs in the operative complaints in the
6 Action(s) seeking Court approval to serve as Class Representatives.

7 1.17. “Class Representative Service Payment” means the payment to the Class Representatives
8 for initiating the Action(s) and providing services in support of the Action(s).

9 1.18. “Court” means the Superior Court of California, County of Los Angeles.

10 1.19. “Defendant” means named defendant Los Angeles LGBT Center.

11 1.20. “Defense Counsel” means Adam Y. Siegel and Rebecca Kim of Jackson Lewis P.C.

12 1.21. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
13 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
14 latest of the following occurrences: (a) if no Participating Class Member objects to the
15 Settlement, 65 days after the day the Court enters Judgment; (b) if one or more Participating
16 Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal
17 from the Judgment; or if a timely appeal from the Judgment is filed, 10 days after the appellate
18 court affirms the Judgment and issues a remittitur.

19 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.

20 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
21 of the Settlement.

22 1.24. “Final Judgment” means the Judgment entered by the Court based upon the Final
23 Approval.

24 1.25. “Gross Settlement Amount” means \$2,470,000.00 (Two Million Four Hundred Seventy
25 Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the
26 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
27 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount
28 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
2 and Administrator's Expenses.

3 1.26. "Individual Class Payment" means the Participating Class Member's pro rata share of the
4 Net Settlement Amount calculated according to the number of Workweeks worked during Class
5 Period #1 and/or Class Period #2.

6 1.27. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
7 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
8 the PAGA Period #1 and/or PAGA Period #2.

9 1.28. "Judgment" means the judgment entered by the Court based upon Final Approval.

10 1.29. "Lomeli PAGA Notice" means plaintiffs Rebecca Reyes Lomeli and Danita Goss's letter
11 dated January 30, 2024, to Defendant and the LWDA, providing notice pursuant to Labor Code
12 section 2699.3 subd. (a).

13 1.30. "LWDA" means the California Labor and Workforce Development Agency, the agency
14 entitled, under Labor Code section 2699, subd. (i).

15 1.31. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
16 under Labor Code section 2699, subd. (i).

17 1.32. "Neely PAGA Notice" means Kyle Neely's letter dated July 23, 2021, to Defendant and
18 the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

19 1.33. "Net Settlement Amount" means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
23 paid to Participating Class Members as Individual Class Payments.

24 1.34. "Non-Participating Class Member" means any Class Member who opts out of the
25 Settlement by sending the Administrator a valid and timely Request for Exclusion.

26 1.35. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

27 1.36. "PAGA Pay Period" means any pay period during which a member of Aggrieved
28 Employees #1 and/or Aggrieved Employees #2 worked for Defendant for at least one day during

PAGA Period #1 and/or PAGA Pay Period #2, based on Defendant's records regarding days actually worked by Class Members.

1.37. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to Aggrieved Employees #1 and Aggrieved Employees #2 (\$37,5000.00) and the 75% to the LWDA (\$112,5000.00) in settlement of PAGA claims.

1.38. "PAGA Period #1" means the period from January 23, 2023, through the end date of Class Period #1.

1.39. "PAGA Period #2" means the period from January 25, 2023, through the end date of Class Period #2.

1.40. "Palomo PAGA Notice" means plaintiffs Roberto Palomo's letter dated January 25, 2024, to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.41. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.42. "Plaintiffs" means Rebecca Reyes Lomeli and Danita Goss the named plaintiffs in the Action.

1.43. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.44. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.45. "Released Parties" means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.47. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the

Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.48. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.49. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during Class Period #1 and/or Class Period #2, based on Defendant’s records regarding days actually worked by Class Members.

2. RECITALS

2.1. On July 23, 2021, Kyle Neely filed a notice with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant, stating that he intended to serve as a proxy of the LWDA for various Labor Code violations (“Neely PAGA Notice”).

2.2. On July 30, 2021, Kyle Neely filed a Class Action Complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify work expenses; and unfair competition (“Neely Class Action”).

2.3. On October 20, 2021, Kyle Neely filed a First Amended Complaint adding a cause of action for civil penalties under PAGA.

2.4. On April 5, 2022, Kyle Neely and Defendant attended mediation presided over by Mark S. Rudy, Esq., but did not reach a settlement.

2.5. On January 25, 2024, Roberto Palomo filed a notice with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant, stating that he intended to serve as a proxy of the LWDA for various Labor Code violations (“Palomo PAGA Notice”).

2.6. On January 25, 2024, Roberto Palomo filed a Class Action Complaint against Defendant on behalf of similarly situated employees. Plaintiff subsequently filed a First Amended Complaint on February 2, 2024.

2.7. On January 30, 2024, Plaintiffs Rebecca Reyes Lomeli and Danita Goss filed an amended PAGA Notice with the Labor and Workforce Development Agency (LWDA) and served the

1 same on Defendant, stating that they intended to serve as a proxy of the LWDA for various Labor
2 Code violations (“Lomeli PAGA Notice”).

3 2.8. On March 8, 2024, Plaintiffs Rebecca Reyes Lomeli and Danita Goss filed a Second
4 Amended Complaint in the Neely Class Action, adding Rebecca Reyes Lomeli and Danita Goss
5 as named plaintiffs in the Neely Class Action, and removing Kyle Neely as a named plaintiff in
6 the Neely Class Action.

7 2.9. On April 3, 2024, Roberto Palomo filed a separate representative action in Los Angeles
8 County Superior Court under PAGA seeking PAGA civil penalties against Defendant, on behalf
9 of himself and all other non-exempt, hourly-paid employees for various Labor Code violations
10 as alleged in the Palomo PAGA Notice (the “Palomo PAGA Action”).

11 2.10. On April 5, 2024, plaintiffs Rebecca Reyes Lomeli and Danita Goss filed a separate
12 representative action in Los Angeles County Superior Court under PAGA seeking PAGA civil
13 penalties against Defendant, on behalf of themselves and all other non-exempt, hourly-paid
14 employees for various Labor Code violations as alleged in the PAGA Notice (the “Lomeli PAGA
15 Action”).

16 2.11. Thereafter, the Parties agreed to exchange informal discovery and attend a second
17 mediation.

18 2.12. Prior to the second mediation Plaintiffs obtained, through informal discovery: (a) time
19 and payroll records for the estimated 1,258 Class Members. Defendant provided documents for
20 284 of 1,258 Class Members (i.e., 23%); (b) a class list of hire dates, termination dates, and job
21 positions worked by Class Members; (c) a collective bargaining agreement (“CBA”) from the
22 relevant time period; and (d) all policy documents pertaining to Plaintiffs available to Defendant.
23 Defendant further produced updated timekeeping and payroll data prior to the second mediation.

24 2.13. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
25 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
26 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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1 2.14. On September 24, 2024, the Parties participated in a second mediation presided over by
2 Mark S. Rudy, Esq. The mediation was successful, and the Parties agreed to globally resolve all
3 class and PAGA claims in the Actions.

4 2.15. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
5 other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. AMENDMENT OF PLEADINGS**

8 3.1. Second Amended Complaint. For purposes of this Settlement only, the Parties agree to
9 stipulate to consolidate the Actions into a single action. To effectuate this consolidation, the
10 Parties agree to stipulate to Plaintiffs filing a Second Amended Complaint in the Palomo Class
11 Action pending in the Superior Court of the State of California, County of Los Angeles, Case
12 No. 24STCV02011, which adds Plaintiffs as named plaintiffs, removes Plaintiff Palomo as a
13 named plaintiff, and consolidates the claims and allegations set forth in the Neely Class Action,
14 Lomeli PAGA Action, Palomo PAGA Action into a single operative complaint in the Palomo
15 Class Action (hereinafter, the “Action”). In the event that the Court in the Action does not grant
16 final approval of the Settlement and enter judgment, the Parties agree that the Actions will be
17 severed and the status quo before the Settlement of the Actions restored.

18 **4. MONETARY TERMS**

19 4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.1 below,
20 Defendant promises to pay \$2,470,000.00 as the Gross Settlement Amount, unless increased
21 pursuant to Paragraph 9.1 of this Agreement, and to separately pay any and all employer payroll
22 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
23 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
24 Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
25 Amount without asking or requiring Participating Class Members, Aggrieved Employees #1 or
26 Aggrieved Employees #2 to submit any claim as a condition of payment. None of the Gross
27 Settlement Amount will revert to Defendant.

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1 4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
3 in the Final Approval:

4 4.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than
5 \$7,500.00 to each Plaintiff, for a total amount of \$15,000.00 to Plaintiffs, in addition to
6 any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled
7 to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request
8 for a Class Representative Service Payment that does not exceed this amount. As part
9 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
10 Plaintiffs will seek Court approval for any Class Representative Service Payments no
11 later than 16 court days prior to the Final Approval Hearing. If the Court approves a
12 Class Representative Service Payment less than the amount requested, the Administrator
13 will retain the remainder in the Net Settlement Amount. The Administrator will pay the
14 Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full
15 responsibility and liability for employee taxes owed on the Class Representative Service
16 Payment.

17 4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
18 the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 9.1 of this
19 Agreement, is currently estimated to be \$823,333.33 and a Class Counsel Litigation
20 Expenses Payment of not more than \$60,000.00. Defendant will not oppose requests for
21 these payments provided that they do not exceed these amounts. Plaintiffs and/or Class
22 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
23 Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If
24 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
25 Expenses Payment less than the amounts requested, the Administrator will allocate the
26 remainder to the Net Settlement Amount. Released Parties shall have no liability to
27 Class Counsel arising from any claim to any portion of any Class Counsel Fee Payment
28 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the

1 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
2 IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed
3 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
4 and holds Defendant harmless, and indemnifies Defendant, from any dispute or
5 controversy regarding any division or sharing of any of these Payments. Should the
6 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
7 less than the amounts provided for herein, then the unapproved portion(s) shall be a part
8 of the Net Settlement Amount.

9 4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
10 16,500.00 except for a showing of good cause and as approved by the Court. To the
11 extent the Administration Expenses are less or the Court approves payment less than
12 \$16,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

13 4.2.4. To Each Participating Class Member: An Individual Class Payment calculated
14 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
15 by all Participating Class Members during the Class Period #1 and Class Period #2, and
16 (b) multiplying the result by each Participating Class Member's Workweeks.

17 4.2.4.1. The Administrator will calculate the total number of Workweeks worked
18 by Class #1 during Class Period #1 and by Class #2 during Class Period #2 by:
19 (a) adding the total number of Workweeks in Class Period #1 and the total
20 number of Workweeks in Class Period #2.

21 4.2.4.2. The Administrator will calculate the Participating Class Member's
22 Workweeks by: (a) adding the number of Workweeks the Participating Class
23 Member worked for Defendant during Class Period #1 and during Class Period
24 #2.

25 4.2.4.3. Tax Allocation of Individual Class Payments. 20% of each Participating
26 Class Member's Individual Class Payment will be allocated to settlement of
27 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
28 withholding and will be reported on an IRS W-2 Form. The 80% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.4. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$150,000.00 to be paid from the Gross Settlement Amount, with 75% (\$112,500.00) allocated to the LWDA PAGA Payment and 25% (\$37,500.00) allocated to the Individual PAGA Payments.

4.2.5.1. The Administrator will calculate the total number of PAGA Period Pay Periods worked by all Aggrieved Employees #1 during PAGA Period #1 and Aggrieved Employees #2 during the PAGA Period #2 by: adding the number of pay periods in PAGA Period #1 and the number of pay periods in PAGA Period #2.

4.2.5.2. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees #1 and Aggrieved Employees #2's share of PAGA Penalties, \$37,750.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees #1 during PAGA Period #1 and by Aggrieved Employees #2 during PAGA Period #2, then (b) multiplying the result by each Aggrieved Employees #1's and Aggrieved Employees #2's PAGA Period Pay Periods. Aggrieved Employees #1 and Aggrieved Employees #2 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.5.3. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, September 24, 2024, Defendant estimates there are 1560 Class Members who collectively worked a total of 183,417 Workweeks, and 940 total Aggrieved Employees #1 and Aggrieved Employees #2 who worked a total of 48,478 PAGA Pay Periods.

5.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,

1 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
2 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
3 Payments.

4 5.4.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date (not less
7 than 180 days after the date of mailing) when the check will be voided. The
8 Administrator will cancel all checks not cashed by the void date. The Administrator
9 will send checks for Individual Settlement Payments to all Participating Class Members
10 (including those for whom Class Notice was returned undelivered). The Administrator
11 will send checks for Individual PAGA Payments to all Aggrieved Employees #1 and
12 Aggrieved Employees #2, including Non-Participating Class Members who qualify as
13 a member of Aggrieved Employees #1 and/or Aggrieved Employees #2 (including those
14 for whom Class Notice was returned undelivered). The Administrator may send
15 Participating Class Members a single check combining the Individual Class Payment
16 and the Individual PAGA Payment. Before mailing any checks, the Settlement
17 Administrator must update the recipients' mailing addresses using the National Change
18 of Address Database.

19 5.4.2. The Administrator must conduct a Class Member Address Search for all other
20 Class Members whose checks are returned undelivered without a USPS forwarding
21 address. Within 7 days of receiving a returned check the Administrator must re-mail
22 checks to the USPS forwarding address provided or to an address ascertained through
23 the Class Member Address Search. The Administrator need not take further steps to
24 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
25 The Administrator shall promptly send a replacement check to any Class Member whose
26 original check was lost or misplaced, requested by the Class Member prior to the void
27 date.

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1 5.4.3. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds represented by such checks to the California Controller's Office,
4 Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
5 residue" subject to the requirements of California Code of Civil Procedure section
6 384(b).

7 5.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
8 not obligate Defendant to confer any additional benefits or make any additional
9 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
10 specified in this Agreement.

11 **6. RELEASE OF CLAIMS**

12 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
13 and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all
14 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
15 Class Members, and Class Counsel will release claims against all Released Parties as follows:

16 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
19 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
20 contained, in the operative complaints and (b) all PAGA claims that were, or reasonably could
21 have been, alleged based on facts contained in the operative complaints in the Actions and in the
22 PAGA Notices; (c) any claim arising out of the California common law of contract; the Fair
23 Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; (d) all claims arising out
24 of their employment by Defendant, including but not limited to claims for lost wages and
25 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising
26 under federal, state, or local laws for discrimination, harassment, and wrongful termination,
27 including but not limited to, 42 U.S.C. section 1981, title VII of the Civil Rights Act of 1964, the
28 Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair

1 Employment and Housing Act, the California Labor code, and the law of contract and tort
2 (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce
3 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
4 social security benefits, workers’ compensation benefits that arose at any time, or based on
5 occurrences outside the Class Period #1 or Class Period #2. Plaintiffs acknowledge that Plaintiffs
6 may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now
7 knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain
8 effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery
9 of them.

10 6.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiffs’ Release only, Plaintiffs expressly waive and relinquish the
12 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
13 which reads:

14 A general release does not extend to claims that the creditor or releasing party does not
15 know or suspect to exist in his or her favor at the time of executing the release, and that
16 if known by him or her would have materially affected his or her settlement with the
17 debtor or Released Party.

18 6.2. Class #1 Release: For the duration of Class Period #1, all Participating Class Members of
19 Class #1, on behalf of themselves and their respective former and present representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims
21 that were alleged, or reasonably could have been alleged, based on the facts stated in the
22 Operative Complaint in the Action and/or Neely PAGA Notice(s), Lomeli PAGA Notice(s)
23 and/or the Palomo PAGA Notice(s), including: (1) all claims for failure to pay overtime wages;
24 (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods,
25 or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or
26 compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or
27 resignation; (6) all claims for non-compliant wage statements; (7) all claims for failure to
28 reimburse business expenses; and (8) all claims asserted through California Business &

1 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the
2 Operative Complaint in the Action.

3 6.3. Class #2 Release: For the duration of Class Period #2, all Participating Class Members of
4 the Class #2, on behalf of themselves and their respective former and present representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
6 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
7 Operative Complaint in the Action and/or Palomo PAGA Notice, Lomeli PAGA Notice(s) and/or
8 the Neely PAGA Notice(s) including: (1) all claims for failure to pay overtime wages; (2) all
9 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or
10 compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or
11 compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or
12 resignation; (6) all claims for non-compliant wage statements; (7) all claims for failure to timely
13 pay wages during employment; (8) all claims for failure to reimburse business expenses; (9) all
14 claims for failure to pay interest on deposits; (10) all claims asserted through California Business
15 & Professions Code section 17200, *et seq.*; and (11) all claims for violation of Labor Code section
16 226.8, arising out of the Labor Code violations referenced in the Operative Complaint in the
17 Action.

18 6.4. Participating Class Members do not release any other claims, including claims for vested
19 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, or claims based on
21 facts occurring outside the Class Period.

22 6.5. Aggrieved Employees #1 Release: For the duration of PAGA Period #1, all Aggrieved
23 Employees #1 are deemed to release, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
25 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
26 been alleged, based on the facts stated in the Operative Complaint in the Action, the Neely PAGA
27 Notice, Palomo PAGA Notice, and the Lomeli PAGA Notice.

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1 6.6. Aggrieved Employees #2 Release: For the duration of PAGA Period #2, all Aggrieved
2 Employees #2 are deemed to release, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
5 been alleged, based on the facts stated in the Operative Complaint in the Action and the Neely
6 PAGA Notice, Palomo PAGA Notice, and the Lomeli PAGA Notice.

7 **7. MOTION FOR PRELIMINARY APPROVAL**

8 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
9 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
10 Approvals.

11 7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and endeavor to deliver to Defense
12 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
13 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
14 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
15 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
16 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
17 declaration from the Administrator attaching its “not to exceed” bid for administering the
18 Settlement and attesting to its willingness to serve; competency; operative procedures for
19 protecting the security of Class Data; amounts of insurance coverage for any data breach,
20 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
21 interest with Class Members; and the nature and extent of any financial relationship with
22 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming
23 willingness and competency to serve and disclosing all facts relevant to any actual or potential
24 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
25 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
26 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
27 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
28

section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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1 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
3 468B-1.

4 8.4. Notice to Class Members

5 8.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the
7 number of employees in Class #1, Class #2, Aggrieved Employees #1, and Aggrieved
8 Employees #2, the number of Workweeks worked by Class #1, the number of
9 Workweeks worked by Class #2, the total number of Workweeks worked by Class #1
10 during Class Period #1 and by Class #2 during Class Period #1, pursuant to Paragraph
11 4.2.4.1 above, the number of PAGA Pay Periods in PAGA Period #1, the number of
12 PAGA Pay Periods in PAGA Period #2, and the total number of PAGA Period Pay
13 Periods worked by all Aggrieved Employees #1 during PAGA Period #1 and Aggrieved
14 Employees #2 during PAGA Period #2, pursuant to Paragraph 4.2.5.1 above, in the Class
15 Data.

16 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
17 days after receiving the Class Data, the Administrator will send to all Class Members
18 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
19 the Class Notice with Spanish translation, substantially in the form attached to this
20 Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts
21 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
22 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
23 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
24 Member addresses using the National Change of Address database.

25 8.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
26 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
27 using any forwarding address provided by the USPS. If the USPS does not provide a
28 forwarding address, the Administrator shall conduct a Class Member Address Search,

1 and re-mail the Class Notice to the most current address obtained. The Administrator
2 has no obligation to make further attempts to locate or send Class Notice to Class
3 Members whose Class Notice is returned by the USPS a second time.

4 8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
5 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
6 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
7 notice is re-mailed. The Administrator will inform the Class Member of the extended
8 deadline with the re-mailed Class Notice.

9 8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class Data
11 and should have received Class Notice, the Parties will expeditiously meet and confer,
12 and in good faith, in an effort to agree on whether to include them as Class Members.
13 If the Parties agree, such persons will be Class Members entitled to the same rights as
14 other Class Members, and the Administrator will send, via email or overnight delivery,
15 a Class Notice requiring them to exercise options under this Agreement not later than
16 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
17 ever are later.

18 8.5. Requests for Exclusion (Opt-Outs).

19 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by mail, a signed written Request for Exclusion not later
21 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
22 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative that reasonably communicates the Class
24 Member's election to be excluded from the Settlement and includes the Class Member's
25 name, address and email address or telephone number. To be valid, a Request for
26 Exclusion must be timely postmarked by the Response Deadline.

27 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
28 fails to contain all the information specified in the Class Notice. The Administrator

1 shall accept any Request for Exclusion as valid if the Administrator can reasonably
2 ascertain the identity of the person as a Class Member and the Class Member's desire
3 to be excluded. The Administrator's determination shall be final and not appealable or
4 otherwise susceptible to challenge. If the Administrator has reason to question the
5 authenticity of a Request for Exclusion, the Administrator may demand additional proof
6 of the Class Member's identity. The Administrator's determination of authenticity shall
7 be final and not appealable or otherwise susceptible to challenge.

8 8.5.3. Every Class Member who does not submit a timely and valid Request for
9 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
10 to all benefits and bound by all terms and conditions of the Settlement, including the
11 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement,
12 regardless whether the Participating Class Member actually receives the Class Notice
13 or objects to the Settlement.

14 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
15 Non-Participating Class Member and shall not receive an Individual Class Payment or
16 have the right to object to the class action components of the Settlement. Because future
17 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
18 Participating Class Members who are Aggrieved Employees are deemed to release the
19 claims identified in Paragraphs 6.5 and 6.6 of this Agreement and are eligible for an
20 Individual PAGA Payment and may not request exclusion from the PAGA portion of
21 the settlement.

22 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
23 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
24 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
25 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
26 the allocation by communicating with the Administrator via mail. The Administrator must
27 encourage the challenging Class Member to submit supporting documentation. In the absence
28 of any contrary documentation, the Administrator is entitled to presume that the Workweeks

1 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
2 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
3 Periods shall be final and not appealable or otherwise susceptible to challenge. The
4 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
5 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
6 the challenges.

7 **8.7. Objections to Settlement**

8 8.7.1. Only Participating Class Members may object to the class action components of
9 the Settlement and/or this Agreement, including contesting the fairness of the
10 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
11 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

12 8.7.2. Participating Class Members may send written objections to the Administrator, by
13 mail. In the alternative, Participating Class Members may appear in Court (or hire an
14 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
15 A Participating Class Member who elects to send a written objection to the
16 Administrator must do so not later than 45 days after the Administrator's mailing of the
17 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
18 mailed).

19 8.7.3. Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement.

21 8.7.4. Aggrieved Employees are not permitted to object to any of the PAGA components
22 of the Settlement.

23 **8.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
26 and use an internet website to post information of interest to Class Members including
27 the date, time and location for the Final Approval Hearing and copies of the Settlement
28 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class

1 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
3 the Final Approval and the Judgment. The Administrator will also maintain and monitor
4 an email address and a toll-free telephone number to receive Class Member calls and
5 emails.

6 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
8 Not later than 5 days after the expiration of the deadline for submitting Requests for
9 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the
10 names and other identifying information of Class Members who have timely submitted
11 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
12 information of Class Members who have submitted invalid Requests for Exclusion; (c)
13 copies of all Requests for Exclusion from Settlement submitted (whether valid or
14 invalid).

15 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the number
17 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to
19 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
20 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
21 Weekly Reports must provide the Administrator’s assessment of the validity of Requests
22 for Exclusion and attach copies of all Requests for Exclusion and objections received.

23 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
24 address and make final decisions consistent with the terms of this Agreement on all
25 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
26 Administrator’s decision shall be final and not appealable or otherwise susceptible to
27 challenge.

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1 8.8.5. Administrator's Declaration. No later than 14 days before the date by which
2 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
3 Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable
4 for filing in Court attesting to its due diligence and compliance with all of its obligations
5 under this Agreement, including, but not limited to, its mailing of Class Notice, the
6 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
7 locate Class Members, the total number of Requests for Exclusion from Settlement it
8 received (both valid or invalid), the number of written objections and attach the
9 Exclusion List. The Administrator will supplement its declaration as needed or
10 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
11 Administrator's declaration(s) in Court.

12 8.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
13 disburses all funds in the Gross Settlement Amount, the Administrator will provide
14 Class Counsel and Defense Counsel with a final report detailing its disbursements by
15 employee identification number only of all payments made under this Agreement. At
16 least 7 days before any deadline set by the Court, the Administrator will prepare, and
17 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
18 Court attesting to its disbursement of all payments required under this Agreement. Class
19 Counsel is responsible for filing the Administrator's declaration in Court.

20 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

21 Based on its records, Defendant estimates that, as of the date of the mediation on
22 September 24, 2024, (1) there are 1560 total Class Members and 183,417 Total Workweeks
23 during Class Period #1 and Class Period #2, and (2) there are 940 Aggrieved Employees #1 and
24 Aggrieved Employees #2 who worked 48,478 total Pay Periods during PAGA Period #1 and
25 PAGA Period #2.

26 9.1. Increase in Workweeks. Defendant represents that as of the date of the mediation on
27 September 24, 2024 there are no more than 183,417 Workweeks worked during the Class Period
28 #1 and Class Period #2, collectively. In the event the total number of Workweeks worked by

Class #1 during Class Period #1 and by Class #2 during Class Period #2 collectively increases by more than 10%, or 18,341 Workweeks, then Defendant shall have the option, in its sole discretion, to: (1) increased the Gross Settlement Amount proportionally by the number of Workweeks in excess of 201,758 Workweeks multiplied by the Workweek Value; or (2) end both Class Period #1 and Class Period #2 on the date that the number of Workweeks worked by the Class #1 during Class Period #1 and by Class #2 during Class Period #2 reaches 201,758. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$2,470,000.00) by 183,417, which amounts to a Workweek Value of \$13.47. Thus, for example, should there be 210,000 Workweeks in which Class #1 worked during Class Period #1 and Class #2 worked during Class Period #2, then the Gross Settlement Amount shall be increased by \$111,019.74 (210,000 Workweeks – 201,758 Workweeks) x \$13.47 per Workweek). Should Defendant elect option (2) above, Defendant must notify counsel for Plaintiffs, in writing, no later than 30 days prior to the hearing on Plaintiffs’ Motion for Preliminary Approval.

10. RIGHT TO WITHDRAW

Defendant will have, in its sole discretion, the right to void and withdraw from the settlement if three percent (3%) or more of the Class Members exercise their right to opt out of the Settlement. Defendant must exercise its right of recession, in writing, to counsel for Plaintiffs within seven (7) calendar days of receiving the Administrator’s Weekly Report that provides sufficient information to determine that 3% or more of Class Members have opted out of the Settlement. If Defendant’s right to rescind is exercised, then Defendant will be solely responsible for all settlement administration costs incurred to the date of their rescission.

11. MOTION FOR FINAL APPROVAL

No later than 16 court days prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the

1 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
2 confer, and in good faith, to resolve any disagreements concerning the Motion for Final
3 Approval.

4 11.1. Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in Court no
6 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
7 by the Court.

8 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the scope of
10 release to be granted by Class Members), the Parties will expeditiously work together in good
11 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
12 Approval. The Court's decision to award less than the amounts requested for the Class
13 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
14 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material
15 modification to the Agreement within the meaning of this paragraph.

16 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
17 Court will retain jurisdiction over the Parties, Action(s), and the Settlement solely for purposes
18 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
19 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 11.4. Waiver of Right to Appeal. The Parties, their respective counsel, and all Participating
21 Class Members who did not object to the Settlement as provided in this Agreement, waive all
22 rights to appeal from the Judgment, including all rights to post-judgment and appellate
23 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
24 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
25 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
26 under this Agreement will be suspended until such time as the appeal is finally resolved and the
27 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
28 Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

1 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
5 or indirectly, specifically or generally, to any person, corporation, association, government
6 agency, or other entity except: (1) to the Parties' attorneys, directors, accountants, or spouses,
7 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
8 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
9 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
10 government agency. Each Party agrees to immediately notify each other Party of any judicial or
11 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
12 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
13 conversation or other communication, before the filing of the Motion for Preliminary Approval,
14 with any third party regarding this Agreement or the matters giving rise to this Agreement except
15 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
16 restrict Class Counsel's communications with Class Members in accordance with Class
17 Counsel's ethical obligations owed to Class Members.

18 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
21 ability to communicate with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Court for resolution.

11 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed or agreed to by all
21 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
22 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
23 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
24 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
25 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
26 the use of signatures previously provided by the Parties.

27 13.10. Enforcing the Settlement Agreement. Should a Party be required to enforce compliance
28 with the Settlement Agreement, including but not limited to any term regarding funding, the

prevailing Party in any successful action or litigation to enforce the Settlement Agreement shall be entitled to attorneys' fees and expenses separate and apart from the amounts described herein.

13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement

13.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed

1 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
2 and contents of this Agreement.

3 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation(s) shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
6 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 13.20. Severability. In the event that one or more of the provisions contained in this Agreement
9 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
10 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
11 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
12 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
13 Agreement.

14 **IT IS SO AGREED:**

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Plaintiff, Rebecca Reyes Lomeli

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For Defendant, Los Angeles LGBT Center

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Plaintiff, Danita Goss

AGREED AS TO FORM ONLY:

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David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Adam Y. Siegel
Counsel for Defendant

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14 **IT IS SO AGREED:**

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16 Rebecca Reyes Lomeli
17 Plaintiff, Rebecca Reyes Lomeli

18 _____
19 For Defendant, Los Angeles LGBT Center

20 _____
21 Plaintiff, Danita Goss

22 **AGREED AS TO FORM ONLY:**

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25 _____
26 David D. Bibiyan
27 Vedang J. Patel
28 Counsel for Plaintiffs

Adam Y. Siegel
Counsel for Defendant

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IT IS SO AGREED:

Robyn
Goldman

Digitally signed by Robyn Goldman
DN: DC=net, DC=laglc, OU=LAGLC, OU=Business
Units, OU=Finance, OU=Users, CN=Robyn
Goldman, E=robyn.goldman@lagbtcenter.org
Reason: I am the author of this document
Location:
Date: 2025.08.28 16:54:48-07'00'
Foxit PDF Editor Version: 2023.3.0

Plaintiff, Rebecca Reyes Lomeli

Robyn Goldman, Chief Financial Officer

For Defendant, Los Angeles LGBT Center

Plaintiff, Danita Goss

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Adam Y. Siegel
Counsel for Defendant