

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered by and between Plaintiff Elizabeth Arteaga (“Plaintiff”) and Defendant Jewish Family Service of San Diego (“Defendant”) (each a “Party” and collectively, the “Parties”) to settle the action entitled *Arteaga v. Jewish Family Service of San Diego* (San Diego County Superior Court, Case No. 24CU013219C) (“Lawsuit”).

RECITALS

This Agreement is made in consideration of the following facts:

- A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.
- B. Plaintiff contends that Plaintiff suffered one or more violations of the California Labor Code during Plaintiff’s employment with Defendant and that Plaintiff is an “aggrieved employee” under the California Private Attorneys General Act of 2004 (“PAGA”).
- C. On June 28, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting those contentions (“PAGA Notice”).
- D. On September 25, 2024, Plaintiff filed a representative PAGA action in the Superior Court of California, County of San Diego, which contained a single cause of action under PAGA and was predicated on Defendant’s alleged failure to: (1) pay minimum and overtime wages; (2) provide meal periods and rest breaks; (3) timely pay wages during employment; (4) timely pay wages upon termination; (5) provide complete and accurate wage statements; and (6) reimburse business expenses (“PAGA Claims”).
- E. On October 31, 2024, Defendant filed a Motion to Compel Arbitration and Stay the Action because Plaintiff previously executed a binding arbitration agreement with Defendant. On April 8, 2025, the Parties filed a joint stipulation to Compel Plaintiff’s Individual PAGA Claim to Arbitration pursuant to the terms of that same agreement, which was granted on April 10, 2025.
- F. Defendant disputes and denies all allegations alleged in the Action, including all PAGA claims alleged against Defendant, as well as any potential liability arising from or related to Plaintiff’s employment relationship with, and separation from, Defendant.
- G. After engaging in discovery, investigations, and negotiations, on June 26, 2026, the Parties attended a private mediation facilitated by mediator Scott Slater Markus that resulted in the settlement of this matter, on the terms outlined herein and in a previously executed Memorandum of Understanding that the Parties executed on or about June 26, 2026, and subject to the Court’s approval thereof.

H. Defendant denies all the allegations in the Lawsuit and any contentions that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

I. The Parties have analyzed and investigated the facts and law relevant to the Lawsuit. Defendant has produced documents and data, including, but not limited to, information pertaining to the policies, practices, and procedures implicated by the PAGA Claims. This production of documents and data included meal and rest breaks, overtime, timekeeping, and payroll policies along with a sampling of time and payroll records.

Pursuant to Labor Code Section 2699(s)(2), in consideration of the promises and agreements contained herein, the Parties agree to settle all disputes between them, including the Lawsuit, PAGA Claims, on the following settlement terms:

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** In accordance with Labor Code Section 2699(s)(2), Plaintiff will prepare, and the Parties will present, this Agreement to the Court for its review and approval via a stipulation or noticed motion.

2. **Delivery of Agreement to the LWDA.** In accordance with Labor Code Section 2699(s)(2), Plaintiff will submit this Agreement to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective on the later of the following dates: (a) the date that Defendant receives the Court's order granting approval of the Settlement; (b) if there is an objection, intervention, or other procedure to this Settlement that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal being filed; and (c) if there is a timely appeal filed to this Settlement, then the disposition of that appeal and any further appeal, that results in the approval of this Settlement.

4. **No Admission of Liability or Representative Manageability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies all allegations made by Plaintiff in the Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's PAGA Claims and contends that it complied in all respects with applicable state and federal laws and regulations. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Lawsuit have merit or that Defendant has any liability for any claims asserted. Instead, Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties further concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be used as a full and complete defense to, and the basis for an injunction against, any action or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Aggrieved Employees, PAGA Approval, and the PAGA Period.**

(a) **Aggrieved Employees.** This Agreement shall include all current and former hourly-paid or non-exempt employees of Defendant who worked within the State of California at any time during the PAGA Period.

(b) **PAGA Period.** This Agreement shall cover the period from June 28, 2023, through August 25, 2026.

(i) At the time of the Parties' mediation (June 26, 2026), Defendant estimated that there are 710 Aggrieved Employees who worked approximately 24,734 pay periods between June 28, 2023, and June 26, 2026.

(ii) There will be no reversion to Defendant and no claims process for the Aggrieved Employees to receive payment.

(iii) The Aggrieved Employees do not have the right to opt out of or object to this Agreement or any payments made hereunder.

(c) **PAGA Approval.** This Settlement will become final and effective only upon the occurrence of all of the following events:

(i) The Court enters an order granting approval of the Settlement; and

(ii) Defendant fully funds the Gross Settlement Amount.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the Settlement Administrator ("Administrator").

(b) The Administrator shall establish a Qualified Settlement Fund pursuant to 26 U.S.C. Section 486B, make all the payments required by this Agreement, handle all required tax withholding and reporting related thereto to the extent necessary, and issue all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments under this Agreement. The Administrator is solely responsible for issuing all the required tax forms under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of \$229,000 (“Gross Settlement Amount”) in the manner and method set forth herein. Excluding the Escalator Clause set forth below, which Defendant may choose to invoke (if applicable), nothing in this Agreement shall require Defendant to pay more than the Gross Settlement Amount to settle the Lawsuit or PAGA Claims contemplated therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall be used to fund the following payments: (i) award of attorneys’ fees to Plaintiff’s Counsel (“Plaintiff’s Counsel Fees Payment”); (ii) award of litigation costs and expenses to Plaintiff’s Counsel (“Plaintiff’s Counsel Litigation Expenses Payment”); (iii) an enhancement payment to Plaintiff (“Service Payment”); (iv) payment of the administration costs and expenses to the Administrator (“Administration Expenses Payment”); and (v) payments of civil penalties to the LWDA and Aggrieved Employees (“PAGA Penalties Fund”).

(i) **Plaintiff’s Counsel Fees Payment.**

(A) Plaintiff’s Counsel may submit an application to the Court for Plaintiff’s Counsel Fees Payment and Defendant will not oppose or object to this application so long as the amount does not to exceed \$80,150 (35% of the Gross Settlement Amount). Defendant shall have no liability for the attorneys’ fees except as provided for in this Agreement.

(B) Any Plaintiff’s Counsel Fees Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all PAGA Claims that Plaintiff made or may have made for attorneys’ fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving the Plaintiff’s Counsel Fees Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff’s Counsel Fees Payment that is less than the amount set forth herein. The Court’s refusal to approve the requested Plaintiff’s Counsel Fees Payment does not give Plaintiff, Plaintiff’s Counsel, or Aggrieved Employees any basis to abrogate this Settlement.

(D) If any portion of the Plaintiff’s Counsel Fees Payment is not approved by the Court, only the approved amount shall be paid to Plaintiff’s Counsel from the Gross Settlement Amount, and the payment of that amount shall constitute satisfaction of Defendant’s obligations with respect to the Plaintiff’s Counsel Fees Payment. Any difference between the requested Plaintiff’s Counsel Fees Payment and Court-approved Plaintiff’s Counsel Fees Payment will become part of the PAGA Penalties Fund.

(ii) **Plaintiff's Counsel Litigation Expenses Payment.**

(A) Plaintiff's Counsel may submit an application to the Court for the Plaintiff's Counsel Litigation Expenses Payment as reimbursement of necessary litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit. Defendant will not oppose or object to this application so long as the amount is approved by the Court and does not exceed \$15,000. Defendant shall have no liability for any costs or expenses except as provided for in this Agreement.

(B) Any Plaintiff's Counsel Litigation Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all PAGA Claims that Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving the Plaintiff's Counsel Litigation Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Litigation Expenses Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Litigation Expenses Payment amount does not give Plaintiff, Plaintiff's Counsel, or Aggrieved Employees any basis to abrogate this Settlement.

(D) If any portion of the Plaintiff's Counsel Litigation Expenses Payment is not approved by the Court, only the approved amount shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, and the payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Litigation Expenses Payment. Any difference between the requested Plaintiff's Counsel Litigation Expenses Payment and Court-approved Plaintiff's Counsel Litigation Expenses Payment will become part of the PAGA Penalties Fund.

(iii) **Service Payment.**

(A) Plaintiff may submit an application to the Court for a Service Payment not to exceed \$10,000, which shall be paid for the time and effort and risks undertaken in bringing the Lawsuit and in exchange for a separate, broader release, including a waiver under California Civil Code Section 1542. Defendant will not oppose or object to this application so long as it does not exceed the amount contemplated above.

(B) This Agreement is not contingent upon the Court approving the Service Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve, or reduce, the Service Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Service Payment as requested herein does not give Plaintiff, Plaintiff's Counsel, or Aggrieved Employees any basis to abrogate this Settlement.

(C) If any portion of the Service Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Service Payment and Court-approved Service Payment will become part of the PAGA Penalties Fund.

(iv) **Administration Expenses Payment.**

(A) Subject to approval by the Court, the Administration Expenses Payment that is currently estimated at \$7,500 will be paid out of the Gross Settlement Amount to cover the administration costs and expenses incurred by the Administrator.

(B) Any Administration Expenses Payments approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any and all administration costs and expenses incurred by the Administrator arising out of the Settlement through the Effective Date of this Agreement.

(C) This Agreement is not contingent upon the Court approving Administration Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Expenses Payment in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Expenses Payment requested does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Expenses Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Expenses Payment and Court-approved Administration Expenses Payment will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment shall be designated as the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims for the civil penalties under PAGA in the Lawsuit shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Sixty-five percent (65%) of the PAGA Penalties Fund will be paid to the LWDA.

(B) **Individual PAGA Payments.** Thirty-five percent (35%) of the PAGA Penalties Fund shall be defined as the "Net Settlement Amount" and will be paid to the Aggrieved Employees on a pro-rata basis. Each Aggrieved Employee will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods that the Aggrieved Employee worked for Defendant during the PAGA Period. The Individual PAGA Payment that each Aggrieved Employee is entitled to receive will be determined by using the following formula:

Individual PAGA Payment = Net Settlement Amount x (total number of pay periods worked by the Aggrieved Employee ÷ total number of pay periods worked by all the Aggrieved Employees).

(c) **Plaintiff's Release.**

(i) Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, on behalf of Plaintiff and Plaintiff's agents, affiliates, attorneys, successors and assigns (collectively, the "Arteaga Parties") irrevocably and unconditionally releases, acquits, and forever discharges the Released Parties (defined below), from:

(A) Any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, from the beginning of time through and including the Effective Date, including without limitation, all claims arising from or in any way related to, or growing out of: (1) Plaintiff's employment with Defendant, separation of that employment, and any other relationship with Defendant or Released Parties; (2) all wage and hour claims, acts, omissions, events and circumstances, including the claims alleged in the Action; (3) all harassment, discrimination, or retaliation claims (race, religion, sex, age, national origin, Labor Code Section 132a, or any other legally protected classification); (4) any legal restrictions on Defendant's right to terminate employment; and (5) any federal, state, or other governmental statute, regulation, or ordinance, including without limitation: (a) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (b) 42 U.S.C. Section 1981 (discrimination); (c) 29 U.S.C. Section 206(d)(1) (equal pay); (d) Fair Employment and Housing Act (discrimination, including race, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age); (e) American's with Disabilities Act (disability discrimination) (f) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (g) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (h) Labor Code (wages, hours, and other regulations of employment); (i) Employee Retirement Income Security Act of 1974 (denial of employee benefits); (j) California and U.S. Constitution; (k) Older Workers' Benefit Protection Act (age); (l) Age Discrimination in Employment Act (age); (m) Family and Medical Leave Act; (n) Family Rights Act; (o) Unruh Civil Rights Act; (p) PAGA; and (q) any California state or local statute, law, constitution, ordinance, or regulation; which the Arteaga Parties now have, own or hold, or claim to have, own or hold, or which the Arteaga Parties at any time previously had, owned or held, or claimed to have, owned or held, based on any fact, conduct, act, omission, event or circumstance occurring or existing from the beginning of time through the Effective Date.

(ii) The Plaintiff's Release does not apply to any claim by Plaintiff that, as a matter of law, cannot be released, including, but not limited to, claims to enforce this Agreement or to claims arising after the Effective Date, claims for indemnification pursuant to Labor Code Section 2802, claims for unemployment insurance benefits, claims for workers' compensation claims, claims for vested benefits, claims for disability benefits, claims for social security benefits, or claims for filing of a charge with the Equal Employment Opportunity Commission ("EEOC") or similar state or government agency (although it does preclude Plaintiff from recovering individual monetary or other relief in any such proceeding).

(iii) If any governmental entity inquires about this Agreement, the Party receiving such inquiry shall immediately notify the other Party to this Agreement, in writing, of such inquiry.

(iv) Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true. Plaintiff agrees that the Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

(v) Plaintiff understands that the Plaintiff's Release includes any claims that Plaintiff may not know or suspect to exist in Plaintiff's favor at the time of executing this Agreement, which if known by Plaintiff may have materially affected Plaintiff's entering into this Agreement. Plaintiff waives all rights against Defendant which may exist under Civil Code Section 1542 ("Section 1542") and any other state or federal law concerning waiver of unknown claims. Section 1542 provides as follows:

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

(vi) Nothing in this Agreement shall be construed as to prevent Plaintiff from filing a charge with, or participating in an investigation conducted by, any governmental agency, including, without limitation, the EEOC, or any other applicable state/city fair employment practices agency, to the extent required or permitted by law. Nevertheless, by signing this Agreement, Plaintiff acknowledges and agrees that: (A) Plaintiff is waiving any and all entitlement to seek monetary damages, equitable relief, and/or reinstatement with respect to any claims or causes of action released and/or waived in this Agreement; and (B) nothing in this Agreement prohibits Plaintiff from reporting possible violations of federal or state law or regulation to any governmental agency or entity, or making other disclosures that are protected under applicable state or federal law or regulation. Plaintiff understands that Plaintiff does not need prior authorization to make any such reports or disclosures, and Plaintiff is not required to notify Defendant that Plaintiff made such reports or disclosures.

(vii) The Parties acknowledge that it is their intent that Plaintiff's Release includes a waiver and release of rights and claims that Plaintiff may have arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 *et seq.*), as amended, and that this Agreement satisfies the requirements to waive the protections of the Older Workers Benefit Protection Act, codified at 29 U.S.C. Section 626(f), as amended. The following general provisions, along with the other provisions of this Agreement, are agreed to for this purpose:

(A) Plaintiff acknowledges and agrees that Plaintiff has read and understands the terms of this Agreement;

(B) Plaintiff acknowledges that Plaintiff has been given a full opportunity, and has been advised, to consult with an attorney with respect to the matters referenced in this Agreement, and Plaintiff is entering into this Agreement freely, knowingly, and voluntarily;

(C) Plaintiff acknowledges that Plaintiff has been given up to twenty-one (21) calendar days in which to consider whether or not to enter into this Agreement, and acknowledges that if Plaintiff elects to sign this Agreement prior to the expiration of the 21-day period, Plaintiff has acted after having the opportunity to consult with legal counsel and has elected to waive the right to consider this Agreement for twenty-one (21) calendar days; and

(D) This sub-section shall not become effective or enforceable until the eighth (8th) day after Plaintiff signs this Agreement, if Plaintiff has not revoked the release contained within this sub-section during that time period ("Revocation Period"). Plaintiff may revoke the release contained within this sub-section at any time prior to the expiration of the Revocation Period by providing written notice of such revocation to Defendant's counsel at: Andrew C. Myers Esq., Solomon Ward Seidenwurm & Smith LLP, 401 B Street, Suite 1200, San Diego, California 92101. For such revocation to be effective, written notice must be received no later than the close of business on the seventh (7th) day after Plaintiff signs this Agreement. Plaintiff's decision to exercise Plaintiff's right to revoke the release contained herein shall in no way limit the effect of Plaintiff's Release.

(viii) Plaintiff represents and warrants that:

(A) Plaintiff is not relying on any oral or written representations by any Defendant agent or employee that is not set forth in this Agreement.

(B) Plaintiff does not possess any confidential information of Defendant, and has, to the fullest extent possible, returned all property of Defendant, including, without limitation, all credit cards, keys, telephones, pagers, and any other tangible property of Defendant. Plaintiff acknowledges Plaintiff's continuing obligation to comply with any and all confidentiality obligations that Plaintiff agreed to during Plaintiff's employment with Defendant, including, but not limited to, the Nondisclosure or Use of Confidential Information policy contained within Defendant's employee handbook, which Plaintiff reviewed and acknowledged during Plaintiff employment relationship.

(C) Plaintiff has never been injured in any manner due to Plaintiff's work for or on behalf of Defendant, or any of the other Released Party, and has not suffered any ailment as a result of Plaintiff's employment for Defendant, or any of the Released Parties.

(D) Plaintiff has not previously assigned or transferred in any manner, or purported to have assigned or transferred in any manner, any of the Plaintiff's Release, and covenants that Plaintiff will not assign, transfer, or purport to assign or transfer, to any person or entity, any of the Plaintiff's Release. Plaintiff will hold the Defendant harmless from and against: (i) any Plaintiff's Release assigned or transferred contrary to the foregoing representation,

warranty or covenant; and (ii) any and all costs, including reasonable attorneys' fees arising directly or indirectly out of any breach of the foregoing representation, warranty, or covenant.

(E) Plaintiff represents, warrants, and agrees not to disclose, impart, or use, for Plaintiff's benefit or for the benefit of any other person or entity, any of Defendant's confidential information, directly or indirectly, in any way, shape, or form, without written authorization from Defendant. Defendant's confidential information shall include, without limitation, any information, observation, data, written material, record, document, personnel information, financial information, promotional ideas, consumer/customer and supplier lists, consumer/customer preferences, vendor preferences, distributor information or strategies, agreements, company structures, company ownership information, company financial information, information regarding product content, product information, product packaging, marketing information or strategies, processes, practices, formulas, methods, techniques, trade secrets, product research, and/or any other information related to or arising out of the actual or anticipated products, organization, business or finances of Defendant or its affiliates, other than: (i) information disclosed publicly; or (ii) information generally known in the industry.

(F) Except for the Action, Plaintiff has not filed or participated in any actual or potential claims, complaints, charges, lawsuits, or other proceedings brought by them or any individual against Defendant and/or any Released Party with any governmental agency, third party, or any court, and that Plaintiff will not do so at any time hereafter. Nothing in this sub-section shall limit Plaintiff's right to file a lawsuit for the sole purpose of enforcing Plaintiff's rights under this Agreement. Nothing in this Agreement is intended to prevent or interfere with Plaintiff participating in any investigation, hearing, or proceeding conducted by any governmental agency (although it does preclude Arteaga from recovering individual monetary or other relief in any such proceeding).

(G) Plaintiff has not posted or disclosed any information or recordings of any type that refer or relate to the Defendant or Released Parties, on the Internet or any other paper, electronic or social media outlet, including, but not limited to, news organizations, websites (including, but not limited to, Glassdoor or YouTube), newspapers, job boards, Facebook, LinkedIn, Instagram, MySpace, and/or Twitter.

(H) Plaintiff and Plaintiff's Counsel represent and warrant that neither has informed any persons (who are not a Party to this Agreement) about the terms or existence of this Agreement except as specifically authorized in this sub-section. Plaintiff's Counsel agrees that it is not currently representing any other parties adverse to Defendant or Released Parties, except for those individuals contemplated in the Action. Aside from this Action, Plaintiff's Counsel is not currently contemplating any other cases against Defendant or Released Parties, on behalf of any person or entity. Finally, Plaintiff's Counsel represents that it will not Solicit (as that term is defined in Rule 7.3 of the California Rules of Professional Conduct) any current or former employees of Defendant to assert claims against Defendant or Released Parties. Nothing within this provision shall impose a restriction upon Plaintiff's Counsel's right to practice law as protected by Rule 5.6 of the California Rules of Professional Conduct.

(I) Plaintiff represents and warrants that neither Plaintiff nor anyone acting on Plaintiff's behalf (including without limitation Plaintiff's current or past counsel) are aware of any individual or entity who has considered or intends to file claims of any nature against Defendant or Released Parties and agrees not to encourage or incite any employee of Defendant or Released Parties or any other person to pursue, and agrees not to voluntarily cooperate in the pursuit, of any claim or administrative or legal investigation of or claim against Defendant or Released Parties.

(ix) Except for the settlement of the Action and unless compelled by a validly issued subpoena, Plaintiff agrees to not invite, solicit, initiate, participate, or cooperate in any way in any actual or potential legal, administrative, or other adversary proceedings, or in any other public or private activity taken against Defendant or Released Parties, contemplated or initiated by any persons or entities not a party to this Agreement. Nothing within this Agreement is intended to prevent or interfere with Plaintiff from participating in any investigation, hearing, or proceeding conducted by any governmental agency. Nothing in this sub-section is intended to waive Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of Defendant, when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature. Nothing in this sub-section shall be construed as interfering with, restraining, or coercing the exercise of, Plaintiff's Section 7 Rights.

(x) Plaintiff agrees that Plaintiff shall not make any oral or written statement determined to be "derogatory" of Defendant, or any of its respective affiliates, agents, employees, or businesses, as applicable. "Derogatory" shall be defined as a statement that detracts from one's character or standing. Plaintiff is bound by any state law pertaining to defamation. If any inquiry is made by any third party as to Plaintiff's employment with Defendant, Defendant will limit the information given to confirmation of employment, the dates of employment, and titles held. Nothing in this Agreement shall be construed as limiting or preventing Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Plaintiff acknowledges and agrees that Plaintiff had no less than five (5) business days to consult an attorney regarding this provision, and that if Plaintiff opts to execute the Agreement prior to the expiration of that time, then Plaintiff is doing so knowingly and voluntarily, and is not being induced by Defendant to do so through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the five (5) business days. Nothing in this paragraph shall be construed as interfering with, restraining, or coercing the exercise of Plaintiff's Section 7 Rights.

(d) **Tax Allocation.**

(i) **Payments to Plaintiff's Counsel.** The Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

(ii) **Payments to the LWDA.** Sixty-five percent (65%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Aggrieved Employees.** If required, the Administrator shall issue an IRS Form 1099 to each Aggrieved Employee in connection with their Individual PAGA Payment.

(e) **Tax Liability.** Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and all applicable governmental authorities (including the LWDA) are solely responsible for all the tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and any payments made hereunder. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or treatment that may apply, under federal or state tax laws, for any sum paid pursuant to this Agreement.

(f) **No Effect on Employee Benefits.** The payments made to Plaintiff and Aggrieved Employees shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Aggrieved Employees.

8. **Distribution of the Settlement Payments.**

(a) **List of Aggrieved Employees.** No later than twenty-one (21) calendar days after the Effective Date, Defendant shall provide the Administrator with a list of the Aggrieved Employees and other identifying information in its possession, which it will compile in good faith for purposes of executing this Agreement, including: (i) Social Security numbers; (ii) last known addresses; and (iii) number of pay periods worked during the PAGA Period. Defendant agrees to consult with the Administrator as required to provide the aforementioned data in a format reasonably acceptable for the performance of the duties of the Administrator. The Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement administration process.

(b) **Funding of the Gross Settlement Amount.** No later than sixty (60) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount by depositing the necessary funds into a Qualified Settlement Fund created by the Administrator.

(c) **Disbursing the Settlement Payments.** No later than twenty-one (21) calendar days after the funding of the Gross Settlement Amount, the Administrator will disburse the settlement payments set forth herein to the appropriate entities or persons. The Administrator shall first obtain approval of the calculations from all counsel before disbursing the payments.

(d) **Payment of the Individual PAGA Payments.**

(i) The Individual PAGA Payments will be paid in the form of a check to be delivered to each Aggrieved Employee at their last known address. Each Individual PAGA Payment will be accompanied by an explanatory letter that is substantially in the form attached hereto as **Exhibit A**.

(ii) The checks mailed to the Aggrieved Employees will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance (“Check Stale Date”). Any checks sent to the Aggrieved Employees that are not cashed, deposited, or negotiated after the Check Stale Date will be voided. The amount of uncashed checks sent to the Aggrieved Employees will be directed to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee.

(iii) Any checks sent to the Aggrieved Employees that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Aggrieved Employee who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with these Aggrieved Employees’ Individual PAGA Payments will be directed to the California Controller’s Unclaimed Property Fund in the name of the employee.

9. **Released PAGA Claims.**

(a) **Released Parties.** For purposes of this Settlement, the Parties released by this Agreement include Defendant and its past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any (“Released Parties”).

(b) **Released PAGA Claims.** Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative complaint and PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims includes, but are not limited to, the PAGA Claims and any other claims arising under Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

10. **Confidentiality.** With the exception of requirements related to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for the claims, if any. Neither the

Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Lawsuit only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Acknowledgement of a Fair and Reasonable Agreement.** The Parties arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is fair, adequate, and reasonable. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

12. **Waiver of Right to Appeal.** By accepting this Settlement and upon the Court granting approval of this Settlement, Plaintiff and Plaintiff's Counsel waive any and all rights that they may have to appeal any judgment, ruling, or order made by the Court. The waiver of appeal also includes all the rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for the consummation of this Settlement will be suspended until such time as the appeal is finally resolved and approval becomes final.

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

14. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach an agreement on the form or content of any document needed to implement this Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

15. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. This Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Each Party to this Agreement has reviewed this Agreement and has had the opportunity for their legal counsel to review this Agreement. Also, given that all the Parties hereto

had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides that the language of a contract should be interpreted against the Party who caused the uncertainty to exist in cases of uncertainty, including, but not limited to, the rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all the documents and information provided to them by Defendant during the Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than for the settlement of the Lawsuit.

17. **Authority to Execute this Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement. It is agreed that the Aggrieved Employees are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Aggrieved Employees by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **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.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures have the same force, validity, and effect as original signatures.

21. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

22. **Nullification of this Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all.

23. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

24. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure Section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

25. **Ownership of the Claims.** The Parties separately represent that they have not directly or indirectly transferred, assigned, encumbered or purported to transfer, assign, or encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged by this Agreement.

26. **Amendments and Modifications.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties and approved by the Court, if required.

27. **Binding Nature and Admissibility.** Upon execution by all the Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Additionally, pursuant to California Code of Civil Procedure Section 664.6 and Evidence Code Section 1123, the Parties agree that this Agreement are enforceable, binding, enforceable, admissible, and subject to disclosure for purposes of proving up and or enforcing the terms of the Settlement.

28. **Future Disputes.** Any dispute between the Parties as to the remaining terms of this Settlement shall be presented to the mediator for resolution, who shall act as an arbitrator and whose final decision shall be binding on all Parties to the extent permitted by applicable law.

29. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Agreement.

30. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees relating to the Lawsuit and Settlement.

31. **Non-Solicitation.** Plaintiff's Counsel represent that, with the exception of Plaintiff, they are not currently representing any other individuals who are adverse to Defendant. Plaintiff's Counsel represent that they will not "solicit" (as defined in Rule 7.3 of the California Rules of Professional Conduct) any current or former employees of Defendant to assert claims against Defendant. Nothing within this provision shall impose a restriction upon Plaintiff's Counsel's right to practice law as protected by Rule 5.6 of the California Rules of Professional Conduct.

32. **Escalator Clause.** If it is determined that the number of pay periods within the PAGA Period exceeds 24,734 by more than ten percent (10%) (*i.e.*, exceeds 27,207 pay periods), then, at Defendant's election, either: (a) the Gross Settlement Amount shall increase proportionally by the percentage increase in the number of pay periods worked by Aggrieved Employees above ten percent (10%) (*i.e.*, if the number of pay periods increases by 11%, then the Gross Settlement Amount will increase by 1%); or (b) the PAGA Period shall end on the date that the number of pay periods reaches 27,207 pay periods.

33. **Dismissal of the Lawsuit.** This Lawsuit will be deemed dismissed with prejudice after all of the following have occurred: (a) the Court grants approval of this Agreement; (b) the Gross Settlement Amount has been funded by Defendant; (c) the settlement payments have been disbursed to the appropriate entities and persons; and (d) the Administrator has transmitted the uncashed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Agreement by affixing their signatures below.

Dated: 08/31/2026

Elizabeth Arteaga, Individual

Elizabeth Arteaga
By: _____

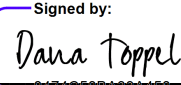
Dated: August 31, 2026

**Justice Law Corporation
[Approving as to Form Only]**


By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Michael Jones, Esq.
Attorneys for Plaintiffs

Dated: 9/10/2026 | 10:57:32 AM PDT

Jewish Family Service of San Diego

Signed by:

By: _____
On behalf of Jewish Family Service of San Diego

Its: CEO

Dated: September 10, 2026

**Solomon Ward Seidenwurm & Smith LLP
[Approving as to Form Only]**


By: _____
Daniel E. Gardenswartz, Esq.
Andrew C. Myers, Esq.
Adam R. Scott, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Arteaga v. Jewish Family Service of San Diego
Superior Court of California, County of San Diego
Case No. 24CU013219C

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of San Diego, entitled *Arteaga v. Jewish Family Service of San Diego*, San Diego County Superior Court Case Number 24CU013219C ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and effect of the settlement on your legal rights.

I. The Lawsuit

On June 28, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting those contentions ("PAGA Notice").

On September 25, 2024, Plaintiff Elizabeth Arteaga ("Plaintiff"), a former employee of Defendant Jewish Family Service of San Diego ("Defendant"), commenced this Lawsuit by filing a complaint pursuant to California Labor Code Section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of San Diego. The Lawsuit was brought on behalf of the State of California and all current and former hourly-paid or non-exempt employees of Defendant who worked within the State of California at any time during the period from June 28, 2023, through August 25, 2026 ("Aggrieved Employees," and "PAGA Period").

In the Lawsuit, Plaintiff claimed that Defendant owed civil penalties under PAGA to Plaintiff and the Aggrieved Employees for the various alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in Plaintiff's operative complaint, and denies all liability under PAGA to Plaintiff, Aggrieved Employees, and State of California.

The merits of the Lawsuit have not been determined. Instead, the Parties agreed to settle Plaintiff's claims to avoid the burden, expense, and uncertainty of litigation, and the Court approved that settlement on [REDACTED]. The settlement of this case does not constitute admission by Defendant of any of the matters alleged in the Lawsuit or an admission of liability.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Court involves a proportional payment of civil penalties to the Aggrieved Employees. In accordance with PAGA, sixty-five percent (65%) of the civil penalties paid under the settlement goes to the LWDA. The remaining thirty-five percent (35%) of the civil penalties paid under the settlement will be distributed to all the Aggrieved Employees on a pro-rata basis (based on the total number of pay periods that each Aggrieved Employee worked for Defendant during the PAGA Period). The enclosed settlement check is being sent to you because you have been identified as an Aggrieved Employee.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods that you worked for Defendant during the PAGA Period relative to all the other Aggrieved Employees.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing ("Check Stale Date"). The Check Stale Date is set to occur on [REDACTED]. If your settlement check is not cashed, deposited, or negotiated within this timeframe, then it will be voided. The uncashed amount will be directed to the California Controller's Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative complaint and PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims includes, but are not limited to, the PAGA Claims and any other claims arising under Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

For purposes of this settlement, the Released Parties include Defendant and its past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

V. Taxation of Your Individual PAGA Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed settlement check. You are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed settlement check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter, the settlement check sent to you, the Parties' settlement, or the Lawsuit. If you have questions, you may reach out to the third-party Settlement Administrator, [REDACTED], who can be contacted at [REDACTED].

Dated: **INSERT DATE**

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is mhong@justicelawcorp.com

SETTLEMENT AGREEMENT

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Executed on September 29, 2026, at Pasadena, California.

Mandy Hong