

1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Tavia Tiara Crigler (“Plaintiff”), individually, and
3 on behalf of the Aggrieved Employees, on one hand; and defendant Hope The Mission
4 (“Defendant”), on the other hand, in the lawsuit entitled *Tavia Tiara Crigler v. Hope The Mission,*
5 *et al.*, filed in the Los Angeles County Superior Court, Case No. 24STCV18856. Plaintiff and
6 Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended
7 by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and
8 subject to the terms and conditions of this Agreement.

9 **1. DEFINITIONS**

10 1.1. **“Action”** means Plaintiff’s PAGA lawsuit, alleging wage and hour violations
11 against Defendant, captioned *Tavia Tiara Crigler v. Hope the Mission, et al.*, Case No.
12 24STCV18856, initiated on July 30, 2024, and pending in the Superior Court of the State of
13 California, County of Los Angeles.

14 1.2. **“Administrator”** means ILYM Group, Inc. (“ILYM”), the neutral entity Plaintiff
15 has selected to administer the Settlement.

16 1.3. **“Administration Expenses Payment”** means the amount the Administrator will
17 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
18 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
19 with approval of this Settlement.

20 1.4. **“Aggrieved Employees”** means all persons currently or formerly non-exempt,
21 hourly paid employees, who were employed by Defendant in the State of California during the
22 PAGA Period.

23 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying
24 information in Hope the Mission’s possession including the Aggrieved Employee’s name, last-
25 known mailing address, Social Security number, hire dates, termination dates (as applicable), and
26 re-hire dates (as applicable).

27 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
28 investigation and search for current Aggrieved Employee mailing addresses using all reasonably

1 available sources, methods and means including, but not limited to, the National Change of
2 Address database, skip traces, and direct contact by the Administrator with Aggrieved
3 Employees.

4 1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

5 1.8. **“Defendant”** means Hope The Mission, a California nonprofit corporation.

6 1.9. **“Defense Counsel”** means Lonnie D. Giamela and Areen Babajanian of Fisher &
7 Phillips LLP.

8 1.10. **“Effective Date”** means the date by when both of the following have occurred:
9 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the
10 Judgment is final. The Judgment is final on the day the Court enters Judgment.

11 1.11. **“Gross Settlement Amount”** means \$435,000.00 which is the total amount
12 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The
13 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
14 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
15 Administrator’s Expenses Payment.

16 1.12. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
17 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
18 Employee worked during the PAGA Period.

19 1.13. **“Judgment”** means the judgment entered by the Court based upon the Final
20 Approval.

21 1.14. **“LWDA”** means the California Labor and Workforce Development Agency, the
22 agency entitled, under Labor Code section 2699, subd. (i).

23 1.15. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
24 LWDA under Labor Code section 2699, subd. (i).

25 1.16. **“Net Settlement Amount”** means the Gross Settlement Amount, less the
26 following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA
27 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
28

Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. **“PAGA Counsel”** means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.18. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.19. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire date(s), termination date(s) and re-hire (dates) (as applicable).

1.20. **“PAGA Period”** means the period from August 24, 2023, through May 5, 2025.

1.21. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. **“PAGA Notice(s)”** means the June 21, 2024, and August 29, 2024, letters that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.23. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (no less than \$60,950.00) and the 75% to LWDA (no less than \$182,850.00) in settlement of PAGA claims.

1.24. **“Plaintiff”** means Tavia Tiara Crigler, the named plaintiff in the Action.

1.25. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. **“Released PAGA Claims”** means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. **“Released Parties”** means: Defendant and their former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

1.28. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS**

2.1. On June 21, 2024, Plaintiff filed with the LWDA and served on Defendant a PAGA Notice, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for various alleged Labor Code violations.

2.2. On July 30, 2024, Plaintiff filed a putative 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 timely pay wages; failure to indemnify; violation of labor code §227.3; and unfair competition in Los Angeles Superior Court Case No. 24STCV18856 (the “Class Action”).

2.3. On August 29, 2024, Plaintiff filed with the LWDA and served on Defendant an amended PAGA Notice pursuant to the Private Attorneys General Act of 2004.

2.4. In October of 2024, Defendant provided Plaintiff’s counsel with a purported arbitration agreement and class waiver bearing Plaintiff’s signature. Additionally, Defendant notified Plaintiff that Defendant had previously settled class and PAGA claims for the period from May 27, 2018, through August 23, 2023. See *Almanza v. Hope of The Valley Rescue Mission*, Case Number 22STCV17591.

2.5. Thereafter, Thereafter, the parties agreed to exchange informal discovery and attend mediation on a PAGA-only basis. Plaintiff has not dismissed her class claims and reserved the right to oppose any motion to compel arbitration.

2.6. On March 4, 2025, the parties participated in an all-day mediation presided over by Lynn Frank, Esquire, which led to this Agreement to settle the Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and pay records for a sampling of putative Class Members; (2) data regarding the number of Aggrieved Employees, work weeks, and pay periods during the PAGA Period; (3) company policies; (4) exemplars of arbitration agreements; and (5) various other items of information and

1 documentation necessary to assess the claims. Based on these records and in consultation with
2 expert consultants, Plaintiff's counsel was able to thoroughly assess the claims in advance of the
3 mediation.

4 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not
5 aware of any other pending matter or action asserting claims that will be extinguished or affected
6 by the Settlement.

7 **3. MONETARY TERMS**

8 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
9 Defendant promises to pay \$435,000.00 and no more as the Gross Settlement Amount. Defendant
10 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
11 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
12 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
13 None of the Gross Settlement Amount will revert to Defendant.

14 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
15 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
16 by the Court in the Final Approval:

17 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
18 thirty-five percent (35%) of the Gross Settlement Amount, subject to
19 escalation pursuant to section 8.1 of this Agreement and approval by the
20 Court, which is currently estimated to be \$152,250.00 and PAGA Counsel
21 Litigation Expenses Payment of not more than \$30,000.00. Defendant will
22 not oppose requests for Court approval of these payments provided that
23 they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file
24 an application or motion for PAGA Counsel Fees Payment and PAGA
25 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
26 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
27 the amounts requested, the Administrator will allocate the remainder to the
28 Net Settlement Amount. Released Parties shall have no liability to PAGA

Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator:** An Administrator Expenses Payment not to exceed \$8,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$8,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of no less than \$243,800.00 to be paid from the Gross Settlement Amount, with 75% (no less than \$182,850.00) allocated to the LWDA PAGA Payment and 25% (no less than \$60,950.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (no less than \$60,950.00) by the total

number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. 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.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendant's records as of mediation, the Parties understand there are an estimated 1095 Aggrieved Employees who worked a total of 23,000 PAGA Pay Periods during the PAGA Period.

4.2. **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant's must send the Aggrieved Employee 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 Aggrieved Employee Data.

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1 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
2 Settlement Amount by transmitting the funds to the Administrator in three installment payments
3 as follows: a first payment of \$145,000.000 at 30 days after the Effective Date (“The First
4 Installment”), a second payment of \$145,000.00 at 180 days after the Effective Date (“The
5 Second Installment”), and a third and final payment of \$145,000.00 at 365 days after the Effective
6 Date (“The Third Installment”).

7 **4.4. Payments from the Gross Settlement Amount.** Based on the installment
8 schedule outlined above in Section 4.3, Defendant will have funded the Gross Settlement Amount
9 by the Third Installment. Within 14 days after Defendant fully funds the Gross Settlement
10 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
11 PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA
12 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and
13 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual
14 PAGA Payments.

15 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
16 and send them to the Aggrieved Employees via First Class U.S. Mail,
17 postage prepaid. The face of each check shall prominently state the date
18 (not less than 180 days after the date of mailing) when the check will be
19 voided. The Administrator will cancel all checks not cashed by the void
20 date. Before mailing any checks, the Settlement Administrator must update
21 the recipients’ mailing addresses using the National Change of Address
22 Database.

23 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
24 for all Aggrieved Employees whose checks are returned undelivered
25 without USPS forwarding address. Within 7 days of receiving a returned
26 check the Administrator must re-mail checks to the USPS forwarding
27 address provided or to an address ascertained through the Aggrieved
28 Employee Address Search. The Administrator need not take further steps

1 to deliver checks to Aggrieved Employees whose re-mailed checks are
2 returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Aggrieved Employee whose original check was
4 lost or misplaced, requested by the Aggrieved Employee prior to the void
5 date.

6 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
7 uncashed and cancelled after the void date, the Administrator shall
8 transmit the funds represented by such checks to the California Controller's
9 Unclaimed Property Fund in the name of the Aggrieved Employee.

10 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
11 to confer any additional benefits or make any additional payments to the
12 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
13 those specified in this Agreement.

14 **5. RELEASES OF CLAIMS**

15 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
16 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

17 5.1. **Release of PAGA Claims:** The State of California and the LWDA, by and
18 through Plaintiff as an agent and proxy of the LWDA, and to the extent permitted by law, all
19 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former
20 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
21 Released Parties from all claims, rights, demands, liabilities and causes of action that arose during
22 the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for
24 PAGA civil penalties, including, but not limited to, alleged violations of Labor Code sections
25 201-203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7,
26 432.8, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5,
27 2802, 2698, 2810.5, among others.

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1 **6. MOTION OR APPLICATION FOR APPROVAL OF**
2 **SETTLEMENT**

3 The Parties agree to Plaintiff's filing of a motion for approval of this Settlement ("Motion
4 for Approval").

5 6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to
6 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor
7 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
8 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
9 bid for administering the Settlement and attesting to its willingness to serve; competency;
10 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
11 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
12 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;
13 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense
14 Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to
15 the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section
16 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
17 (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential
18 conflict of interest with Aggrieved Employees and/or the Administrator.

19 6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
20 expeditiously finalizing and filing the Motion for Approval of this Settlement after the full
21 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
22 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
23 delivering the Court's Preliminary Approval to the Administrator.

24 6.3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
25 application or Motion for Approval of this Settlement and/or the supporting declarations and
26 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
27 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
28 If the Court does not grant the Motion for Approval of this Settlement or conditions its approval

on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** Plaintiff has selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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.

7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on Defendant's records, the Parties understand that, as of mediation, there are 1095 Aggrieved Employees who worked 23,000 Pay Periods during the PAGA Period.

8.1. **Escalator Clause.** The Settlement is based on Defendant's representation at the time of mediation that there are no more than 23,000 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods during the PAGA Period increases by more than 10%, or an additional 2,300 Pay Periods, the Gross Settlement Amount shall be increased by the number of Pay Periods greater than 25,300 multiplied by the Pay Period Value (approximately \$19.34 per Pay Periods). Alternatively, the Defendant, at its sole discretion, can cap the

1 settlement Pay Periods at 25,300 without any additional payments and end the PAGA Period on
2 the date which 23,500 Pay Periods are reached. Defendant must exercise its option to modify the
3 end date of the PAGA Period at least 30 days before the first set hearing on Plaintiff's Motion
4 for Approval of this Settlement. Said election may be reflected by declaration testimony, an
5 addendum of the Settlement, or amendment thereto.

6 **9. CONTINUING JURISDICTION OF THE COURT**

7 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
8 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
9 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
10 Judgment matters as are permitted by law.

11 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
12 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
13 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
14 rights to appeal from the Judgment, including all rights to post-judgment and appellate
15 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
16 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
17 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
18 perform under this Agreement will be suspended until such time as the appeal is finally resolved
19 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
20 Settlement Amount.

21 **10. ADDITIONAL PROVISIONS**

22 10.1. **No Admission of Liability or Representative Manageability for Other**
23 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
25 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
26 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
27 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
28 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,

1 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
2 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
3 settle the Action will have no bearing on, and will not be admissible in connection with, any
4 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

5 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
6 Agreement together with its attached exhibits shall constitute the entire agreement between the
7 Parties relating to the Settlement, superseding any and all oral representations, warranties,
8 covenants, or inducements made to or by any Party.

9 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
10 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
11 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
12 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
13 terms of this Agreement including any amendments to this Agreement.

14 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
15 use their best efforts, in good faith, to implement the Settlement by, among other things,
16 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
17 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
18 the form or content of any document necessary to implement the Settlement, or on any
19 modification of the Agreement that may become necessary to implement the Settlement, the
20 Parties will seek the assistance of a mediator and/or the Court for resolution.

21 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
22 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
23 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
26 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
27 Settlement be relied upon as such within the meaning of United States Treasury Department
28 Circular 230 (31 CFR Part 10, as amended) or otherwise.

1 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
16 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
17 PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or
18 in connection with the Settlement, may be used only with respect to this Settlement, and no other
19 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
20 or rule of court.

21 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
24 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 10.15. **Notice.** All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

1 third business day after mailing by United States mail, or the day sent by email or messenger,
2 addressed as follows:

3 To Plaintiff:

4 **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

5 Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

6 Brandon M. Chang (Cal Bar No. 316197)

brandon@tomorrowlaw.com

7 1460 Westwood Boulevard

8 Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

9 To Defendant:

10 **FISHER & PHILLIPS LLP**

Lonnie D. Giamela (SBN 228435)

lgiamela@fisherphillips.com

11 Areen Babajanian (SBN 290130)

ababajanian@fisherphillips.com

12 444 South Flower Street, Suite 1500

13 Los Angeles, California 90071

Telephone: (213) 330-4500

14 Facsimile: (213) 330-4501

15 Attorneys for Defendant

16 HOPE THE MISSION

17 10.16. **Execution in Counterparts.** This Agreement may be executed in one or more
18 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
19 Agreement shall be accepted as an original. All executed counterparts and each of them will be
20 deemed to be one and the same instrument if counsel for the Parties will exchange between
21 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
22 prove the existence and contents of this Agreement.

23 10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
24 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
25 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
26 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
27 process.

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1 10.18. **Severability.** In the event that one or more of the provisions contained in this
2 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
3 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
4 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
5 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
6 included in this Agreement.

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8 **IT IS SO AGREED:**

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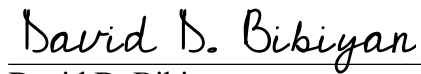
03/05/2026

11 Plaintiff Tavia Tiara Crigler

Defendant Hope the Mission

By: _____

Its: _____

12
13
14 

15 David D. Bibiyan

Vedang J. Patel

16 Counsel for Plaintiff Tavia Tiara Crigler

Lonnie D. Giamela

Areen Babajanian

Counsel for Defendant Hope the Mission

1 10.18. **Severability.** In the event that one or more of the provisions contained in this
2 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
3 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
4 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
5 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
6 included in this Agreement.

7
8 **IT IS SO AGREED:**

9
10
11 _____
12 Plaintiff Tavia Tiara Crigler

Ken Craft

Defendant Hope the Mission
By: Ken Craft
Its: CEO

13
14
15 _____
16 David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Tavia Tiara Crigler

Areen Babajanian

Lonnie D. Giamela
Areen Babajanian
Counsel for Defendant Hope the Mission