

1 John G. Yslas (SBN 187324)
2 john.yslas@wilshirelawfirm.com
3 Arrash T. Fattahi (SBN 333676)
4 arrash.fattahi@wilshirelawfirm.com
5 Arman A. Salehi (SBN 351112)
6 arman.salehi@wilshirelawfirm.com
7 Lisa B. Iturriaga (SBN 339678)
8 lisa.iturriaga@wilshirelawfirm.com
9 **WILSHIRE LAW FIRM, PLC**
10 660 S. Figueroa Street, Sky Lobby
11 Los Angeles, California 90017
12 Telephone: (213) 381-9988
13 Facsimile: (213) 381-9989

14 Attorneys for Plaintiff Armani Powell, individually
15 and on behalf of others similarly situated

16 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN FRANCISCO**

19 ARMANI POWELL, individually, and on
20 behalf of all others similarly situated,

21 *Plaintiff,*

22 vs.

23 NORTHEASTERN UNIVERSITY, a
24 corporation; and DOES 1 through 10,
25 inclusive,

26 *Defendants.*

Case No. CGC-24-614228

Assigned for all purposes to:
Hon. Jeffrey S. Ross
Department 606

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 Landon R. Schwob (SBN 280908)

2 lschwob@fisherphillips.com

3 Harrison M. Thorne (SBN 313295)

4 hthorne@fisherphillips.com

5 Carol Ibrahim (SBN 346902)

6 cibrahim@fisherphillips.com

7 **FISHER & PHILLIPS LLP**

8 444 South Flower Street, Suite 1500

9 Los Angeles, California 90071

10 Telephone: (213) 330-4500

11 Facsimile: (213) 330-4501

12 Attorneys for Defendant Northeastern University

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR RESPECTIVE**
2 **COUNSEL OF RECORD:**

3 This Amendment to Class Action and PAGA Settlement Agreement (“the Amendment”)
4 is made by and entered into between Plaintiff Armani Powell (“Plaintiff”) and Defendant
5 Northeastern University (“Defendant”). The Agreement refers to Plaintiff and Defendant
6 collectively as “Parties” or, individually, as a “Party.” This Amendment shall be binding on
7 Plaintiff and the putative class she purports to represent, Defendant, and on the Parties’ respective
8 counsel, subject to the terms and condition hereof and the approval of the Court.

9 **THE PARTIES STIPULATE AND AGREE** as follows:

10 **WHEREAS**, on July 9, 2025, the Parties entered into a fully-executed Class Action and
11 PAGA Settlement Agreement (“the Agreement” or “the Settlement Agreement”);

12 **WHEREAS**, on or around October 8, 2025, with guidance from the Court, the Parties
13 agreed to amend the Settlement Agreement to address several issues;

14 **WHEREAS**, the Parties agree that all other terms of the Settlement Agreement will
15 remain as-is, except for the sections amended herein. This Amendment shall not modify, amend,
16 or supersede the Settlement Agreement, except as directly provided herein.

17 **THEREFORE**, the Parties hereby agree as follows:

18 **1. DEFINITIONS**

19 1.6 “Class Counsel” shall mean John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Lisa
20 B. Iturriaga of Wilshire Law Firm, PLC.

21 1.7 “Class Counsel Fees Payment” shall mean an award of attorneys’ fees granted to Class
22 Counsel and paid from the GSA, for which Plaintiff shall seek the Court’s approval, in an amount
23 to not exceed 1/3 of the GSA, and which is currently \$890,974.57 (inclusive of the original
24 \$833,333.33 attorneys’ fees plus the \$57,641.24 additional attorneys’ fees, due to the escalator
25 clause in Paragraph 8 being triggered, to ensure attorneys’ fees are equivalent to 1/3 of the GSA).

26 1.22 “Gross Settlement Amount” or “GSA” shall mean Two Million Six Hundred Seventy-
27 Two Thousand Nine Hundred Twenty-Three Dollars and Seventy-Three Cents (\$2,672,923.73),
28 which is the initial \$2,500,000.00 GSA plus \$172,923.73 due to the escalator clause in Paragraph

8 being triggered. The GSA is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, *infra*.

3. MONETARY TERMS.

3.3 Payments from the GSA. The Administrator shall make and deduct the following payments from the GSA, except as expressly outlined in section 3.3.3, in the amounts specified by the Court in the Final Approval:

3.3.3 To the Administrator: The Administrator Expenses Payment for actual costs, not to exceed \$17,358.90 (\$13,900.00 to be deducted from the GSA and \$3,458.90 to be paid by Defendant in addition to the increased GSA as provided in Paragraph 1.22) except for a showing of good cause and as approved by the Court. To the extent the costs of administering the Settlement are less than that sum, or should the Court approve payment in a sum less than that requested, the Administrator shall retain the remainder in the NSA to be distributed to the Participating Class Members.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant represents there are approximately 1,661 Class Members, who collectively worked approximately 68,981 Workweeks and there are approximately 1,533 Aggrieved Employees, who collectively worked approximately 29,943 PAGA Pay Periods.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel shall release claims against the Released Parties as follows:

5.2 Released Class Claims: Plaintiff and Participating Class Members shall fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged in the Action, and which arose during the Class Period, including the following claims: (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal breaks; (iv) failure to provide rest breaks; (v) failure to timely pay final wages upon separation of employment; (vi) violation of California Labor Code section

226; (vii) failure to reimburse necessary business expenses; and (viii) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* (collectively the “Released Class Claims”).

5.3 Released PAGA Claims: Plaintiff, the Aggrieved Employees, and the LWDA shall fully and finally release and discharge Northeastern from any and all claims for the recovery of civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the Action, or the PAGA Notice submitted in connection with the Action, which arose during the PAGA Period, including PAGA penalties for: (i) failure to pay overtime compensation; (ii) failure to pay minimum and straight time wages; (iii) failure to provide compliant meal and rest periods; (iv) failure to pay meal and rest period premiums; (v) failure to pay all wages owed at discharge or resignation; (vi) failure to provide complete and accurate wage statements; (vii) failure to reimburse necessary business-related expenses; and (viii) violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802 (collectively the “Released PAGA Claims”).

8. ESCALATOR CLAUSE. The GSA is based on Defendant’s representation that the Class Members worked approximately 59,000 Workweeks. Should the final number of Workweeks ultimately increase by more than 10% (i.e., more than 5,900 Workweeks, exceeding 64,900), Defendant shall, at its sole discretion, have the option to: (i) increase the GSA on a pro rata basis relative to the increase in Workweeks above 10% (for example, if the number of Workweeks increases by 11% to 65,490, the GSA shall increase by 1% to \$2,525,000.00); or (ii) end the Class Period on a date in which the Workweeks are equal to or less than 64,900 Workweeks. The escalator clause was triggered and Defendant elected option (i), increasing the GSA by \$172,923.73, for a total of \$2,672,923.73.

12. ADDITIONAL PROVISIONS.

12.16 Notice. All notices, demands, or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the

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

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi
arman.salehi@wilshirelawfirm.com
Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

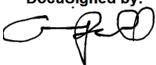
To Defendant:

Landon R. Schwob
lschwob@fisherphillips.com
Harrison M. Thorne
hthorne@fisherphillips.com
Carol Ibrahim
cibrahim@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

IT IS SO AGREED.

By the Parties:

DATED: 12/4/2025

DocuSigned by:

1119E197AF9948B...

Plaintiff Armani Powell

1 DATED: _____

2 Defendant Northeastern University

3 By: _____

4 Position: _____

5 Approved by Counsel:

6
7 DATED: 12/4/2025

WILSHIRE LAW FIRM, PLC

8
9 BY:  _____

10 John G. Yslas

Arrash T. Fattahi

11 Counsel for Plaintiff Armani Powell

12 DATED:

FISHER & PHILLIPS, LLP

13
14
15 BY: _____

Landon R. Schwob

16 Counsel for Northeastern University

1 DATED: 12/05/2025

Thomas Nedell
Senior Vice President for Finance and Treasurer
Northeastern University

2 Defendant Northeastern University

3 By: Thomas Nedell

4 Position: Senior VP and Treasurer

5 Approved by Counsel:

6
7 DATED:

WILSHIRE LAW FIRM, PLC

8
9 BY:

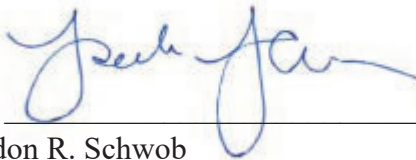
10 John G. Yslas

11 Arrash T. Fattahi

Counsel for Plaintiff Armani Powell

12 DATED: December 5, 2025

FISHER & PHILLIPS, LLP

13
14
15 BY: 

Landon R. Schwob

Counsel for Northeastern University