

Second Amendment to PAGA Settlement Agreement

Rodriguez, Carmen v. Goodwill Industries of San Diego, San Diego County Superior Court Case No. 37-2023-00026630-CU-OE-CTL

Pursuant to Section 10.9 of the PAGA Settlement Agreement, fully executed by Plaintiffs Maria Rodriguez and Isela Jakeline Carmen (“Plaintiff”) and Defendant Goodwill Industries of San Diego County (“Defendant” and, collectively with Plaintiffs, “Parties”) on September 16, 2024 (“Settlement Agreement”), the Parties, through their undersigned counsel, hereby agree to amend the Settlement Agreement as follows:

Section 1.25 of the Settlement Agreement shall be amended to read:

“Released PAGA Claims” means all claims for attorneys’ fees or PAGA penalties based on Labor Code violations that were specifically alleged in Plaintiffs’ Amended PAGA Notice, including retaliation (only as to Plaintiffs as outlined in Section 5.2), failure to pay minimum, overtime or double time wages (including for time worked off-the-clock, manipulation of time records or rounding), failure to include bonuses, commissions, shift differentials, or other incentive pay in the regular rate of pay for overtime or double time compensation, failure to authorize or permit meal and rest periods, failure to pay meal or rest period premiums at the regular rate of pay, failure to provide required paid sick leave, failure to pay paid sick leave at the regular rate of pay, failure to accrue vacation wages, failure to pay vested or accrued vacation wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses (including, but not limited to, cell phone expenses), failure to provide suitable seating, violation of Labor Code section 1199, failure to timely pay wages during employment, failure to pay all wages due upon termination of employment, and any other violations of the California Labor Code that were alleged in Plaintiffs’ Amended PAGA Notice.

All of the other provisions of the Settlement Agreement, including Section 5.2 as amended by the Parties’ First Amendment to PAGA Settlement Agreement fully executed on March 31, 2025, shall remain in full force and effect.

TORUS LLP

Dated: _____

David Alami
Daniel J. Hyun
Shaheen Anthony Etemadi
Attorneys for Plaintiff MARIA
RODRIGUEZ

ZAKAY LAW GROUP, APLC

Dated: _____

Shani O. Zakay
Attorneys for Plaintiff CARMEN

JCL LAW FIRM, APC

Dated: _____

Jean-Claude Lapuyade
Attorneys for Plaintiff CARMEN

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

Dated: _____

Marie Burke Kenny, Esq.
Ashley Fasano Fawcett, Esq.

Attorney for Defendant Goodwill Industries
of San Diego County