

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Maria Rodriguez (“Plaintiff Rodriguez”) and Isela Jakeline Carmen (“Plaintiff Carmen”) (collectively “Plaintiffs”) and Defendant Goodwill Industries of San Diego County (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant captioned *Rodriguez v. Goodwill Industries of San Diego*, San Diego County Superior Court, Case No. 37-2023-00026630-CU-OE-CTL, (“Rodriguez Action”) and *Carmen v. Goodwill Industries of San Diego*, SDSC, Case No. 37-2023-00031661-CU-OE-CTL (“Carmen Action”).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to be responsible for the administration of the Settlement payments and notices to the aggrieved employees and LWDA.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt, hourly employees who worked for Defendant during the PAGA period in the State of California.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and dates of employment during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means Department C-74 of the Superior Court of California, County of San Diego.
- 1.8. “Defense Counsel” means Marie Burke Kenny, Esq., and Ashley Fasano, Esq., of Procopio, Cory, Hargreaves & Savitch, LLP.
- 1.9. “Effective Date” means the date by which the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means \$600,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the PAGA Representative Awards, Individual PAGA

Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.11. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” or “Final Approval Order” means the judgment entered by the Court upon granting final approval of this Settlement as binding upon the Parties and Aggrieved Employees.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Awards, and the Administration Expenses Payment. The remainder is to be paid to the LWDA and Aggrieved Employees.
- 1.16. “PAGA Counsel” means David Alami, Esq., Daniel J. Hyun, and Shaheen Etemadi, Esq. of Torus LLP, the attorneys representing Plaintiff Rodriguez, and Jean-Claude Lapuyade, Esq., of JCL Law Firm APC and Shani Zakay, Esq., of Zakay Law Firm APC, attorneys representing Plaintiff Carmen.
- 1.17. “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 Actions.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period.
- 1.19. “PAGA Period” means the period from April 20, 2022, through the date the Court approves the settlement in the Action. Unless Defendant opts for an earlier date pursuant to Paragraph 8 of this Agreement.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).
- 1.21. “PAGA Notices” means Plaintiff Rodriguez’s April 20, 2023, letter and Plaintiff Carmen’s July 18, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). As a condition of the Settlement, Plaintiff Rodriguez agrees to submit an amended PAGA notice to the LWDA to add all Labor Code violations alleged in Plaintiff Carmen’s PAGA notice, hereinafter referred to as “Amended PAGA Notice.”

- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of the PAGA claims set forth in the Amended PAGA Notice.
- 1.23. “PAGA Representative Awards” means the Court-approved amount to be paid to Plaintiff Maria Rodriguez in the amount of \$10,000 and Plaintiff Isela Jakeline Carmen in the amount of \$10,000, and in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiffs’ efforts and risks in prosecuting the Action. Any amount not approved by the Court shall be returned to the Net Settlement Amount.
- 1.24. “Plaintiffs” means Maria Rodriguez and Isela Jakeline Carmen, the named Plaintiffs in the Actions.
- 1.25. “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, 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..
- 1.26. “Released Parties” means: Defendant, and its present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individual.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On June 26, 2023, Plaintiff Rodriguez filed a representative PAGA action against Defendant alleging a single cause of action against Defendant for various wage and hour violations. On

July 18, 2023, Plaintiff Carmen filed a wage and hour class action Complaint against Defendant. On September 27, 2023, Plaintiff Carmen stipulated to dismiss her class claims without prejudice and to amend to add a single cause of action under PAGA. Following execution of this Agreement, Plaintiffs Rodriguez and Carmen intend to consolidate their actions and amend Plaintiff Rodriguez's Complaint to include all claims alleged in both Plaintiffs' actions and PAGA notices (hereinafter referred to as the "Operative Complaint").

- 2.2. Defendant denies the allegations in the Actions and denies any and all liability, including any liability for the alleged violations. Defendant contends that, during the PAGA Period, it has continually made good faith efforts to comply with applicable California and federal law with respect to the wage and hour-related claims asserted in the Actions. Among other things, Defendant required its hourly employees to accurately report all hours worked in its timekeeping system to ensure they were paid fully for all wages, including minimum, overtime and double-time wages, and provided employees with an opportunity to report any off-the-clock work or otherwise adjust their time records to ensure their time records were accurate. Defendant kept complete payroll records and timely paid wages to hourly employees based on the actual hours reported by them in its timekeeping system during and upon termination of employment. Defendant provided its hourly employees with a reasonable opportunity to take compliant meal periods and authorized and permitted them to take compliant rest periods. In addition, Defendant provided hourly employees with an opportunity to report any involuntary non-compliant meal or rest periods and paid premium pay to employees for any reported or known involuntary non-compliant meal or rest periods.

Defendant has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Actions. Defendant contends that it has complied with all applicable state, federal and local laws. In the event this Settlement is not approved by the Court, Defendant retains all rights it has to defend itself in this matter and to take any actions in defense of itself that are available to it.

Defendant recognizes the defense of PAGA litigation would be prolonged and expensive, requiring substantial amounts of time, energy, and resources devoted to the defense of the litigation, especially if the findings are appealed. Litigation is also carried out in a public forum and can create a stressful experience for all parties involved. As a 501(c)(3) nonprofit organization dedicated to providing employment and training opportunities to people with disabilities and other barriers to employment, Defendant prefers to continue focusing on its mission and serve its communities. By reaching a settlement, Defendant is able to resolve the case and take funds that would otherwise go to litigation and reinvest them in its mission.

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

- 2.4. On May 10, 2024, the Parties participated in an all-day mediation with experienced class and PAGA mediator, Michael D. Young, Esq. The Parties engaged in extensive negotiations and on June 28, 2024, the Parties fully executed a Memorandum of Understanding.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, substantial data and documents pertaining to Plaintiffs' alleged PAGA claims against Defendant.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount ("GSA"). Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$600,000, and no more, as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than forty percent (40%) of the Gross Settlement Amount which is currently estimated to be \$240,000. A PAGA Counsel Litigation Expenses Payment of not more than \$30,000, subject to proof of same. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts unless increased pursuant to Paragraph 8 below. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee 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 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$9,900 except for a showing of good cause and as approved by the Court. To the extent the Administrator's actual expenses are less or the Court approves payment of less than \$9,900, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: 75% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties will be allocated to the Individual PAGA Payments.
- 3.2.4. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.

- 3.2.5. For purposes of tax allocation, the Individual PAGA Payments will be allocated 100% to penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of records produced in discovery, Defendant estimates the Aggrieved Employees worked a total 60,075 PAGA Pay Periods.
- 4.2. Funding of Gross Settlement Amount. Defendant shall pay \$600,000.00 of the GSA into a QSF account established by the Administrator within 30 days of the Effective Date.
- 4.3. Aggrieved Employee Data. Within 20 calendar 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 Employees' 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 perform the Administrator's duties 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 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.
- 4.4. Payments from the Gross Settlement Amount. Within 10 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Awards, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation Expenses Payment. The Administrator shall also withdraw the Administration Expenses Payment within 10 calendar days after Defendant funds the Gross Settlement Amount.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided (180 days after the date of mailing). The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all

Aggrieved Employees whose checks are undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the proposed *cy pres* recipient, Monarch School (<https://monarchschoools.org/>), pursuant to California Code of Civil Procedure section 384, subd. (b), in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs will release claims against all Released Parties as follows:

5.1. **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences, whether known or unknown, relating to or arising from their employment with Defendant through the Effective Date of this Agreement. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Release, those claims will remain released and forever barred. To effectuate a full and complete general release as described above, Plaintiffs expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Stipulation of Settlement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Stipulation of Settlement, and that this Stipulation of Settlement contemplates the

extinguishment of any such claims. Plaintiffs warrant that they have read this Stipulation of Settlement, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Stipulation of Settlement and specifically about the waiver of section 1542, and that Plaintiffs understand this Stipulation of Settlement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Stipulation of Settlement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Stipulation of Settlement, and even so Plaintiffs agree that the releases and agreements contained in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Stipulation of Settlement or with regard to any facts now unknown to Plaintiffs relating thereto.

- 5.2. Release by Aggrieved Employees. All Aggrieved Employees shall be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims alleged in the Operative Complaint and the Amended PAGA Notice, including retaliation, 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 claims for attorneys' fees arising from those alleged PAGA penalties.

6. STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT. The effectiveness of this Agreement is contingent upon the Court entering orders approving this Settlement in compliance with Labor Code Section 2699(l)(2).

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (l)(2)), including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a draft stipulation (or if necessary, motion) for Court order granting approval of the PAGA Settlement. Plaintiffs will not file such documents with the Court without prior approval by Defense Counsel.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation for approval of this Settlement no later than seven (7) days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

Plaintiffs will not file such documents with the Court without prior approval by Defense Counsel.

- 6.3 Duty to Cooperate. If the stipulation or motion and proposed order are denied or the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, 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 resolve the disagreement. If the Court does not grant the motion(s) 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. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 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.
- 7.3 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 its records, Defendant estimates that, as of May 10, 2024, the Aggrieved Employees worked 60,075 Pay Periods during the PAGA Period. The Parties agree that if as of the end of the PAGA Period the number of pay periods exceeds 60,075 pay periods by more than 10% (i.e., over 6,008 pay periods), Defendant, at its option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of pay periods reaches 66,083, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by the PAGA Members above the 10% (i.e., if there was an 11% increase in the number workdays during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure Section 664.6, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

- 10.1 Notice to LWDA. PAGA Counsel shall comply with all notices required to be provided to the LWDA, including provision of notice of this Agreement to the LWDA and provision of any copy of the Court's order approving this Agreement.
- 10.2 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement,

the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.6 Submission to LWDA. PAGA Counsel shall be responsible for submitting the Amended PAGA Notice and Notice of the Settlement to the LWDA at the same time it is submitted to the Court for approval.
- 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.8 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.15 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.
- 10.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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Counsel for Plaintiff Isela Jakeline Carmen

To Defendant:

Marie Burke Kenny, Esq.
Ashley Fasano, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
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- 10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.20 Representation. Plaintiffs and their counsel represent and warrant that they are not currently aware of any: (a) unalleged claims against Defendant in addition to, or different from, those which are finally and forever settled and released against Defendant by this settlement; or (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint and the Amended PAGA Notice in this action. Plaintiffs and their counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum, including but limited to any class claims. Plaintiffs and their counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant.

Date: _____

PLAINTIFF MARIA RODRIGUEZ

Maria Rodriguez

Date: 9/16/2024

PLAINTIFF ISELA JAKELINE CARMEN

Isela C
Isela Carmen (Sep 16, 2024 15:27 PDT)
Isela Jakeline Carmen

San Diego, CA 92101
marie.kenny@procopio.com
ashley.fasano@procopio.com

- 10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.20 Representation. Plaintiffs and their counsel represent and warrant that they are not currently aware of any: (a) unalleged claims against Defendant in addition to, or different from, those which are finally and forever settled and released against Defendant by this settlement; or (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint and the Amended PAGA Notice in this action. Plaintiffs and their counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum, including but limited to any class claims. Plaintiffs and their counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant.

Date: 16/09/2024

PLAINTIFF MARIA RODRIGUEZ


Maria Rodriguez (Sep 16, 2024 22:47 PDT)

Maria Rodriguez

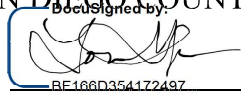
Date: _____

PLAINTIFF ISELA JAKELINE CARMEN

Isela Jakeline Carmen

Date: September 16, 2024

DEFENDANT GOODWILL INDUSTRIES OF
SAN DIEGO COUNTY

By: 
DocuSigned by:
BE166D354172497

Name (Print): Toni Giffin

Title (Print): President and CEO

Approved as to form:

Date: _____, 2024

TORUS LLP

David Alami
Attorney for Plaintiff Rodriguez

Dated: September 16, 2024

ZAKAY LAW GROUP, APLC



Shani O. Zakay
Attorney for Plaintiff Carmen

Date: September 16, 2024

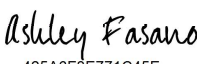
JCL LAW FIRM, APC



Jean-Claude Lapuyade
Attorney for Plaintiff Carmen

Date: September 16, 2024

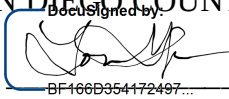
PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

DocuSigned by:

425A6E3E771C45E

Marie Burke Kenny, Esq.
Ashley Fasano, Esq.
Attorney for Defendant

Date: September 16, 2024

DEFENDANT GOODWILL INDUSTRIES OF
SAN DIEGO COUNTY

By:  DocuSigned by:
BF166B354172497...

Name (Print): Toni Giffin

Title (Print): President and CEO

Approved as to form:

Date: September 16, 2024

TORUS LLP

David Alami

David Alami
Attorney for Plaintiff Rodriguez

Dated: _____, 2024

ZAKAY LAW GROUP, APLC

Shani O. Zakay
Attorney for Plaintiff Carmen

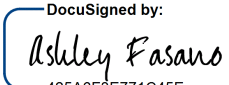
Date: _____, 2024

JCL LAW FIRM, APC

Jean-Claude Lapuyade
Attorney for Plaintiff Carmen

Date: September 16, 2024

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

DocuSigned by:
 425A6E3E771C45E...

Marie Burke Kenny, Esq.
Ashley Fasano, Esq.
Attorney for Defendant