

1 CDF LABOR LAW LLP  
Joel Van Parys, State Bar No. 227387  
2 jvanparys@cdflaborlaw.com  
Dalia Z. Khatib State Bar No. 323712  
3 dkhatib@cdflaborlaw.com  
900 University Avenue, Suite 200  
4 Sacramento, CA 95825  
Telephone: (916) 361-0991

5 LEGALLY NANNY®  
6 Robert E. King, State Bar No. 198325  
info@legallynanny.com  
7 37 Trailwood  
Irvine, CA 92620-1216  
8 Telephone: (714) 336-8864

9 Attorneys for Defendant  
COMPASSIONATE HEART SENIOR CARE, INC. dba  
10 HOME INSTEAD SENIOR CARE

11 WILSHIRE LAW FIRM  
John G. Yslas, State Bar No. 187324  
12 jyslas@wilshirelawfirm.com  
Jeffrey C. Bills, State Bar No. 01629  
13 jbills@wilshirelawfirm.com  
Aram Boyadjian, State Bar No. 34009  
14 aboyadjian@wilshirelawfirm.com  
Andrew Sandoval, State Bar No. 46996  
15 andrew.sandoval@wilshirelawfirm.com  
3055 Wilshire Blvd., 12th Floor  
16 Los Angeles, CA 90010  
Telephone: (213) 381-9988

17 Attorneys for Plaintiff  
18 MONICA GARCIA

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF ORANGE**

21 MONICA GARCIA, individually, and on  
behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 COMPASSIONATE HEART SENIOR CARE,  
INC. DBA HOME INSTEAD SENIOR CARE,  
25 a California corporation; and DOES 1 through  
10, inclusive,

26 Defendants.  
27  
28

) Case No. 30-2022-01294409-CU-OE-CXC

) Assigned for All Purposes To:

) Judge: Hon. Lon F. Hurwitz

) Dept: CX-103

) **AMENDED JOINT STIPULATION OF**  
) **CLASS AND PAGA SETTLEMENT**

) Action Filed: November 30, 2022

AMENDED JOINT STIPULATION OF CLASS  
AND PAGA SETTLEMENT

1 This Amended Joint Stipulation of Class and PAGA Settlement is made by and between  
2 Plaintiff Monica Garcia, on behalf of herself, the Class and the State of California pursuant to the  
3 Labor Code Private Attorneys General Act of 2004, on the one hand, and Defendant  
4 Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care on the other hand.

5 In consideration of the mutual covenants, promises, and agreements set forth in this Joint  
6 Stipulation of Class and PAGA Settlement, the Parties agree, subject to the Court's approval, to the  
7 resolution of the Action, the Released Claims, and the Released PAGA Claims, subject to the  
8 following terms and conditions.

9 **DEFINITIONS**

- 10 1. "Action" and "Actions" means the civil actions titled *Monica Garcia v.*  
11 *Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care*, Orange County Superior  
12 Court, Case No. 30-2022-01294409-CU-OE-CXC and *Monica Garcia v. Compassionate Heart*  
13 *Senior Care, Inc. dba Home Instead Senior Care*, Orange County Superior Court Case No.: 30-  
14 2023-01349739-CU-OE-CXC.
- 15 2. "Administration Expenses" means the amount to be paid to the Administrator from  
16 the Maximum Settlement Amount for its services in administering the settlement.
- 17 3. "Administrator" means ILYM Group, Inc., or any other third-party class action  
18 administrator agreed to by the Parties and approved by the Court for the purposes of administering  
19 this Settlement.
- 20 4. "Agreement" and "Settlement" means this Joint Stipulation of Class and PAGA  
21 Settlement.
- 22 5. "Class and PAGA Members" means all Class Members and/or PAGA Members.
- 23 6. "Class Counsel" means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian and  
24 Andrew Sandoval of Wilshire Law Firm.
- 25 7. "Class Counsel's Attorneys' Fees and Costs" means the Court-approved  
26 attorneys' fees, expenses, and costs incurred by Class Counsel for Class Counsel's litigation and  
27 resolution of the Action.

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1           8.     **“Class Data”** means Class Members’ name, last-known mailing address, Social  
2 Security Number, number of PAGA Period pay periods and/or Class Period work weeks.

3           9.     **“Class Members”** and **“Class”** means all persons employed by Defendant in  
4 California, as an hourly paid or non-exempt employee at any time during the Class Period.

5           10.    **“Class Period”** means from June 5, 2018 through the date of Preliminary Approval.

6           11.    **“Court”** refers to the court having jurisdiction over the Action, which is presently  
7 the Orange County Superior Court.

8           12.    **“Defendant”** means Compassionate Heart Senior Care, Inc. dba Home Instead  
9 Senior Care.

10          13.    **“Defense Counsel”** means Joel Van Parys and Dalia Z. Khatib of the law firm CDF  
11 Labor Law LLP and Robert E. King of Legally Nanny®.

12          14.    **“Dispute Deadline”** means sixty (60) calendar days after the Administrator mails  
13 the Class Notice to Class Members.

14          15.    **“Effective Date”** means the date the Court grants Final Approval of the Settlement  
15 and Judgment in the absence of any objection or intervention to the Settlement. If an objection or  
16 intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the  
17 following events: (i) when the period for filing any appeal, writ or other appellate proceeding  
18 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having  
19 been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been  
20 dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal,  
21 writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further  
22 remedies or relief. In this regard, in the event an objection or intervention is filed and not later  
23 withdrawn, the Parties hereby state their intention that the Settlement will not become effective  
24 until the Court’s order granting final approval of the Settlement is completely final, and there is no  
25 further recourse by any appellant or objector who seeks to contest the finality of the Settlement.

26          16.    **“Final Approval Motion”** means Plaintiff’s motion for final approval of the  
27 Settlement and judgment.

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1           17.    **“Final Approval Order and Judgment”** means the Court’s Order Granting Final  
2 Approval of the Settlement and Judgment.

3           18.    **“Individual Class Award(s)”** means the Participating Class Members’ pro rata  
4 shares of the Net Settlement Amount calculated based on the number of workweeks worked during  
5 the Class Period.

6           19.    **“Individual PAGA Award(s)”** means PAGA Members’ pro rata shares of twenty-  
7 five percent (25%) of the PAGA Allocation, which is Two-Thousand Five-Hundred Dollars (\$2,500.00)  
8 to PAGA Members on a pro-rata basis based on the number of pay periods each PAGA Member worked  
9 during the PAGA period.

10          20.    **“LWDA”** means the California Labor and Workforce Development Agency.

11          21.    **“LWDA Payment”** means the seventy-five percent (75%) of the PAGA Allocation  
12 to be paid to the LWDA under the Agreement which, subject to Court approval, is Seven-Thousand  
13 Five-Hundred Dollars (\$7,500.00).

14          22.    **“Maximum Settlement Amount”** means One Hundred Eighty Five Thousand  
15 Dollars (\$185,000.00) (“Maximum Settlement Amount”), which is inclusive of all amounts  
16 Defendant is required to pay under the Settlement, except as otherwise provided below, including  
17 all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to  
18 PAGA Members, the LWDA Payment, Plaintiff’s Enhancement Award, Class Counsel’s  
19 Attorneys’ Fees and Costs, and Administration Expenses. Defendant shall separately pay all  
20 employer payroll taxes owed on the wage portions of the Individual Class Awards.

21          23.    **“Net Settlement Amount”** means the amount from the Maximum Settlement  
22 Amount that is available for distribution as Individual Class Awards for Participating Class  
23 Members after deducting (1) the PAGA Allocation (which includes the LWDA Payment and the  
24 Individual PAGA Awards), (2) Plaintiff’s Enhancement Award, (3) Class Counsel’s Attorneys’  
25 Fees and Costs, and (5) Administration Expenses.

26          24.    **“PAGA”** means California’s Labor Code Private Attorneys General Act of 2004,  
27 Cal. Lab. Code § 2699, et seq.

28          25.    **“PAGA Allocation”** means, subject to Court approval, the allocation of Ten Thousand

1 Dollars (\$10,000.00) of the Maximum Settlement Amount as PAGA penalties.

2 26. **"PAGA Pay Periods"** refers to the number of pay periods a PAGA Member  
3 worked for Defendant as a non-exempt or hourly-paid employee in California during the PAGA  
4 Period. Each PAGA Member will be credited with at least one (1) PAGA Pay Period.

5 27. **"PAGA Period"** means from February 3, 2022 through the date of Preliminary  
6 Approval.

7 28. **"PAGA Class"** and **"PAGA Member(s)"** means all persons employed by  
8 Defendant in an hourly, non-exempt position in California during the PAGA Period.

9 29. **"Participating Class Member(s)"** means all Class Members who do not opt out of  
10 the Settlement.

11 30. **"Parties"** means Plaintiff and Defendant collectively.

12 31. **"Plaintiff"** and **"Class Representative"** means Monica Garcia on behalf of herself  
13 and each of her heirs, representatives, successors, assigns, and attorneys.

14 32. **"Plaintiff's Enhancement Award"** means, subject to Court approval, Ten  
15 Thousand Dollars (\$10,000) of the Maximum Settlement Amount for Plaintiff in recognition of her  
16 effort and work in prosecuting the Action and in consideration for an individual general release of  
17 all claims with a waiver of California Code of Civil Procedure Section 1542.

18 33. **"Preliminary Approval"** means the Court's Order Granting Preliminary Approval  
19 of the Settlement.

20 34. **"Preliminary Approval Motion"** means Plaintiff's motion for preliminary  
21 approval of the Settlement.

22 35. **"Released Claims"** means all claims under the California Labor Code, Wage  
23 Orders, regulations, and/or any other provisions of state or federal law against the Released Parties  
24 that were alleged in the Action and those that reasonably could have been alleged in the Action  
25 based on Plaintiff's factual allegations asserted in the Action and any amendments thereto,  
26 including, without limitation, all claims for (1) Failure to Pay Minimum and Straight Time Wages;  
27 (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize  
28 and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to

1 Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for  
2 Expenditures; and (8) Unfair Business Practices, and any other Labor Code violations that were  
3 alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the  
4 Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202,  
5 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,  
6 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section  
7 17200, *et seq.* during the Class Period.

8       36.     **“Released PAGA Claims”** means all claims for civil penalties under the California  
9 Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against  
10 the Released Parties that were alleged in the Action and that reasonably could have been alleged in  
11 the Action based on the factual allegations contained in the operative complaints in the Action and  
12 any amendments thereto, including, without limitation, all claims for civil penalties under PAGA  
13 (Labor Code § 2698 *et seq.*) related to (1) Failure to Pay for All Hours Worked, Including  
14 Minimum , Straight Time, and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to  
15 Authorize and Permit Rest Breaks; (4) Failure to Pay All Earned Wages Twice Per Month;  
16 (5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failure to Timely  
17 Pay All Wages at Termination; (7) Failure to Furnish Accurate Itemized Wage Statements; and  
18 (8) Failure to Indemnify for Necessary Expenditures, and any other Labor Code violations that  
19 were alleged in the Action, or that could have been alleged in the Action based on the facts alleged  
20 in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201,  
21 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,  
22 1197, 1197.1, 1198, 2802, during the PAGA Period.

23       37.     **“Released Parties”** means (i) Defendant, (ii) Defendant’s past and present direct  
24 and indirect parent companies and franchisor; (iii) the respective past and present direct and  
25 indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders,  
26 directors, officers, agents, employees, attorneys, insurers, members, partners, managers,  
27 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,

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1 transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or  
2 entity which could be jointly liable with any of the foregoing.

3 38. **“Request(s) for Exclusion”** refers to a Class Member’s written request to be  
4 excluded (i.e., opt-out) from the Settlement.

5 39. **“Response Deadline”** means sixty (60) calendar days after the Administrator mails  
6 the Class Notice to Class Members.

7 40. **“Workweek(s)”** refers to the number of weeks a Class Member worked for  
8 Defendant as a non-exempt or hourly-paid employee in California during the Class Period,  
9 excluding any week(s) during which the Class Member did not work or was on a leave of absence.  
10 Each Class Member will be credited with at least one (1) Workweek.

11 41. **“Workweek Dispute(s)”** refers to a Class Member’s written dispute of the pre-  
12 printed information in the Class Notice as to his or her Workweeks and/or PAGA Pay Periods.

13 **FACTUAL BACKGROUND**

14 42. On November 30, 2022, Plaintiff filed a civil complaint, Orange County Superior  
15 Court Case No.: 30-2022-01294409-CU-OE-CXC, alleging the following claims: (1) Failure to  
16 Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide  
17 Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final  
18 Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to  
19 Indemnify Employees for Expenditures; and (8) Unfair Business Practices.

20 43. Plaintiff filed a letter with the LWDA on February 3, 2023 alleging various wage  
21 and hour violations by Defendant.

22 44. On September 15, 2023, Plaintiff filed a PAGA Representative Action, Orange  
23 County Superior Court Case No.: 30-2023-01349739-CU-OE-CXC, alleging violation of the  
24 Private Attorney General Act (“PAGA”) and seeking civil penalties under PAGA based on the  
25 following claims: (1) Failure to Pay for All Hours Worked, Including Minimum , Straight Time,  
26 and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest  
27 Breaks; (4) Failure to Pay All Earned Wages Twice Per Month; (5) Failure to Maintain Accurate  
28 Records of Hours Worked and Meal Periods; (6) Failure to Timely Pay All Wages at Termination;;

1 (7) Failure to Furnish Accurate Itemized Wage Statements; and (8) Failure to Indemnify for  
2 Necessary Expenditures.

3 45. Plaintiff has not filed a motion for class certification in the Action, nor has a date  
4 been set by the Court for the filing of such a motion.

5 46. The Action has been actively litigated. There have been ongoing investigations, and  
6 there has been an exchange of extensive documentation and information.

7 **INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

8 47. **No Determination on the Merits.** There has been no determination on the merits  
9 of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire  
10 of the Parties to fully, finally, and forever settle, compromise, discharge, and release any and all  
11 disputes and claims against the Released Parties arising from or related to the Action.

12 48. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full  
13 and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement  
14 or any statement or conduct in furtherance of the Settlement is intended or will be construed as an  
15 admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any  
16 liability to Plaintiff, any Class Members, or any PAGA Members. Defendant denies any liability  
17 and wrongdoing of any kind associated with the alleged claims. Defendant further denies that, for  
18 any purpose other than settling the Action, the Action is appropriate for class or representative  
19 treatment. Defendant contends that it has complied with California and Federal employment laws at  
20 all times and that employees have been paid all wages owed.

21 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

22 49. Solely for purposes of settling the Action, the Parties stipulate that the requisites for  
23 class certification with respect to the Class Members are met. The Parties stipulate that  
24 certification for settlement purposes is in no way an admission that class certification is proper for  
25 litigation purposes, and that evidence of this limited stipulation for settlement purposes will not be  
26 deemed admissible in this or any other proceeding. More specifically, the Parties stipulate that,  
27 solely for settlement purposes:

28 A. The Class is ascertainable and so numerous as to make it impracticable to



1 join all Class Members;

2           B.     With respect to the Class, common questions of law and fact predominate  
3 over questions affecting any individual member in the Class, including, but not limited to:  
4 whether Defendant paid proper wages and overtime to the Class; whether Defendant provided  
5 compliant meal periods and associated premium pay to the Class; whether Defendant provided  
6 compliant rest periods and associated premium pay to the Class; whether Defendant timely paid  
7 compensation and associated waiting time penalties; whether Defendant provided accurate  
8 itemized wage statements to the Class; whether Defendant maintained accurate payroll records  
9 with respect to the Class; whether Defendant failed to reimburse employees for business  
10 expenses; and whether Defendant engaged in unlawful or unfair business practices affecting the  
11 Class in violation of the California Business & Professions Code;

12           C.     Plaintiff's claims are typical of the claims of the Class Members;

13           D.     Plaintiff and Class Counsel will fairly and adequately protect the interests  
14 of the Class; and

15           E.     A class action is superior to other available means for the fair and efficient  
16 adjudication of the controversy, as the prosecution of separate actions by individual members of  
17 the Class would create the risk of inconsistent or varying adjudications, which would establish  
18 incompatible standards of conduct.

19       50.     Class Counsel has conducted a thorough investigation into the facts of the Action,  
20 including an extensive review of relevant documents, and has diligently pursued an investigation of  
21 the claims of the Class against Defendant. Based on its own independent investigation and  
22 evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration  
23 and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in  
24 the best interest of the Class in light of all known facts and circumstances, including the risk of  
25 significant delay, the risk the Class will not be certified by the Court, defenses asserted by  
26 Defendant, and numerous potential appellate issues. Defendant and Defense Counsel also agree  
27 that the Settlement is fair and in the best interest of the Class.

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**SETTLEMENT AMOUNT**

51. **Maximum Settlement Amount.** In consideration for the resolution and release of claims provided for by this Settlement, Defendant will pay the Maximum Settlement Amount of One Hundred Eighty Five Thousand Dollars (\$185,000.00), which is inclusive of all amounts Defendant is required to pay under the Settlement except as provided in Paragraph 53 below. The Maximum Settlement Amount is non-reversionary and will be used for the payment of the following:

A. **Administration Expenses.** The Administrator will be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. The Administration Expenses have been estimated by the Administrator to be approximately Seven-Thousand Nine-Hundred and Fifty Dollars (\$7,950.00).

B. **Class Counsel's Attorneys' Fees and Costs.** Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed Thirty-Three and Three-Tenths percent (33.3%) of the Maximum Settlement Amount, which is Sixty One Thousand Six Hundred and Five Dollars (\$61,605.00), plus reasonable costs and expenses not to exceed Nine Thousand Dollars (\$9,000.00), subject to approval by the Court. This Agreement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Class Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Counsel's Attorneys' Fees and Costs and not granted by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement. The Administrator will issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph.

C. **Plaintiff's Enhancement Award.** The Parties agree to the designation of Plaintiff Monica Garcia as the Class Representative. Defendant agrees not to oppose or object to any application or motion by Class Counsel for an enhancement award not to exceed Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of her effort and work in prosecuting the Action and in consideration for an individual general

1 release of all claims with a waiver of California Code of Civil Procedure Section 1542. This  
2 Plaintiff's release will not include any workers' compensation claims, if any, or any other claims  
3 that cannot be released as a matter of law. Plaintiff's Enhancement Award is a part of, and is to  
4 be deducted from, the Maximum Settlement Amount. If the Court approves an enhancement  
5 award to Plaintiff in an amount less than that set forth above, the difference between the amount  
6 set forth above and the amount approved by the Court will be added to the Net Settlement  
7 Amount and distributed as provided in this Agreement. In addition to the Court-approved  
8 Plaintiff's Enhancement Award, Plaintiff will receive her pro-rata Individual Class Award and  
9 pro-rata Individual PAGA Award. Plaintiff's Enhancement Award will be paid within 30 days  
10 after the Effective Date of the Settlement. The Administrator will issue IRS Forms 1099-MISC  
11 for the Plaintiff's Enhancement Award. Plaintiff assumes full responsibility and liability for taxes  
12 owed on Plaintiff's Enhancement Award.

13 D. PAGA Allocation. Subject to Court approval, the Parties agree to allocate Ten  
14 Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount as PAGA penalties. The PAGA  
15 Allocation will be distributed as follows:

16 i. LWDA Payment. Subject to Court approval of the PAGA  
17 Allocation, and per California Labor Code section 2699(i), the Administrator will mail the LWDA  
18 Payment to the LWDA along with a copy the Order Granting Final Approval of the Settlement and  
19 Judgment to:

20 Department of Industrial Relations  
21 Accounting Unit  
22 455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102

23 ii. Individual PAGA Awards. Subject to Court approval of the PAGA  
24 Allocation, and per California Labor Code section 2699(i), the Administrator will distribute Individual  
25 PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by  
26 all PAGA Members during the PAGA Period. The Administrator will calculate the number of pay  
27 periods worked by the PAGA Members during the PAGA Period, and the amount to be paid to  
28 PAGA Members per pay period based on information to be provided by Defendant. When making

1 Individual PAGA Award disbursements to Class Members, the Administrator may pay an Individual  
2 PAGA Award and an Individual Class Award as one sum, concurrently, to the extent appropriate. The  
3 PAGA Allocation is included in and will not increase the Maximum Settlement Amount. The  
4 Administrator will issue IRS Forms 1099-MISC to PAGA Members for their Individual PAGA  
5 Awards.

6 E. Net Settlement Amount. The Administrator will distribute the Net Settlement  
7 Amount as Individual Class Awards to Participating Class Members. The Individual Class Awards to  
8 Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks  
9 worked by all Participating Class Members during the Class Period based on the Class Data  
10 provided by Defendant. Each Individual Class Award to a Participating Class Member will be  
11 attributed 20% as wages and 80% as penalties and interest. The Administrator will report the  
12 portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA  
13 Payments (if applicable), and will report portions attributed to wages via IRS form W-2.  
14 Participating Class Members are responsible for their share of the payroll taxes, which will be  
15 deducted by the Administrator from their Individual Class Awards. Defendant is responsible for  
16 Defendant's employer payroll taxes.

17 52. **Escalator Clause.** Defendant estimated that during the Class Period there were 265  
18 Class Members with an associated 12,754 workweeks. If the number of work weeks during the Class  
19 Period exceeds 14,029 (i.e., an increase greater than 10% of the 12,754 estimated work weeks), the  
20 Maximum Settlement Amount will increase proportionally according to the number of additional  
21 workweeks above 14,029. Alternatively, if the number of work weeks during the Class Period  
22 exceeds 14,029 (i.e., an increase greater than 10% of the 12,754 estimated work weeks), Defendant  
23 may choose to end the Class Period the day before the number of work weeks exceeds 14,029.

24 53. **Taxability of Settlement Payments.** Plaintiff, Class Counsel, Participating Class  
25 Members, and the PAGA Members are each solely responsible for correctly characterizing any  
26 payments made pursuant to this Agreement for tax purposes and for paying any taxes on the  
27 amounts received. Defendant makes no representations as to the taxability of any portions of the  
28 settlement payments, and it is understood and agreed that Defendant has made no such

1 representations. Neither Class Counsel nor Defense Counsel intend anything in this Agreement to  
2 constitute advice regarding taxes or taxability; nothing in this Agreement be relied upon as such  
3 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
4 amended) or otherwise.

54. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle any Participating Class Member, PAGA Member, or Plaintiff to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle them to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Agreement are the sole payments to be made by Defendant to the Participating Class Members, PAGA Members, and Plaintiff in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

## RELEASES

18           **55. Release By Participating Class Members.** As of the Effective Date, Plaintiff and  
19 all Participating Class Members fully, finally, and forever release, compromise, and discharge the  
20 Released Parties from the Released Claims for the Class Period.

21           56.       **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class  
22 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
23 Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms  
24 of the Agreement, including those pertaining to the Released Claims, as well as the Final Approval  
25 Order and Judgment that may be entered by the Court if it grants final approval to the Settlement.

26 **57. Release By PAGA Members and State of California.** As of the Effective Date,  
27 Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release,  
28 compromise, and discharge the Released Parties from the Released PAGA Claims for the PAGA

1 Period. This release is binding on the State of California, which includes the LWDA and its  
2 departments, divisions, commissions, boards, agencies, and employees, and any of Defendant's  
3 current or former employees who may seek to represent the State of California to recover civil  
4 penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the  
5 PAGA Period.

6 58. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no  
7 statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the  
8 Agreement.

9 59. **General Release by Plaintiff.** As of the Effective Date, Plaintiff fully, finally, and  
10 forever releases, compromises, and discharges the Released Parties from all causes of action,  
11 claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff  
12 understands and expressly agrees that this general release extends to all claims of every nature and  
13 kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff has  
14 or may have against the Released Parties, and all rights under Section 1542 of the California Civil  
15 Code are hereby expressly waived. That Section reads as follows:

16 **A general release does not extend to claims that the creditor or**  
17 **releasing party does not know or suspect to exist in his or her**  
18 **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.**

19 Plaintiff acknowledges that she has read this general release, including the waiver of California  
20 Civil Code section 1542, and that she has consulted counsel about the general release and  
21 specifically about the waiver of section 1542, and that she understands the general release and the  
22 section 1542 waiver, and freely and knowingly enters into this Agreement. Plaintiff acknowledges  
23 that she may later discover facts different from or in addition to those Plaintiff knows or now  
24 believes to be true with respect to the matters released or described in this Agreement, and Plaintiff  
25 agrees that the general release will remain effective in all respects notwithstanding any later  
26 discovery of any such different or additional facts. Excluded from this release are any workers'  
27 compensation claims, if any, and any claims that cannot be released by law.

28

1           60.     **Labor Code § 206.5 Inapplicable.** It is acknowledged that all individual settlement  
2 awards made pursuant to this Agreement are on disputed claims and that Plaintiff, each  
3 Participating Class Member, and each PAGA Member will be deemed to have acknowledged and  
4 agreed that California Labor Code § 206.5 is not applicable. That section provides:

5                     An employer shall not require the execution of a release of a claim or  
6 right on account of wages due, or to become due, or made as an advance  
7 on wages to be earned, unless payment of those wages has been made. A  
8 release required or executed in violation of the provisions of this section  
9 shall be null and void as between the employer and the employee.  
10 Violation of this section by the employer is a misdemeanor.

11                     **PROCEDURE FOR PRELIMINARY COURT APPROVAL OF AGREEMENT**

12           61.     **Seeking Preliminary Approval.** Plaintiff will take whatever steps necessary to  
13 combine, coordinate, or relate the Actions to allow for Plaintiff to seek Preliminary Approval of the  
14 Settlement that results in the dismissal of both Actions. Plaintiff will promptly submit this  
15 Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval of the  
16 Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to seriously  
17 consider Defendant's comments before filing Plaintiff's Motion for Preliminary Approval. Plaintiff  
18 will apply to the Court for the entry of an order preliminarily approving the Settlement,  
19 substantially in the following form and as attached hereto as **Exhibit A**, which provides, *inter alia*,  
20 for:

21                     A.     Scheduling a Final Approval Hearing on the question of whether the  
22 Settlement, including payment of Attorneys' Fees and Costs, Settlement Administration Costs,  
23 and Enhancement Awards should be finally approved as fair, reasonable and adequate;

24                     B.     Certifying the Settlement Class, designating Plaintiff as the Class  
25 Representative, and designating Plaintiff's counsel as Class Counsel;

26                     C.     Approving as to form and content the Class Notice;

27                     D.     Approving the manner and method for Class Members to request  
28 exclusion from the Settlement, object to the Settlement, and/or dispute the Workweeks credited  
to them, as contained herein and within the Class Notice;

1 E. Directing the mailing of the Notice Packet by First Class U.S. mail to the  
2 Class Members; and

3 F. Preliminarily approving the Settlement subject only to the objections of  
4 Class Members and final review by the Court.

5 62. **Submission of Settlement to LWDA.** This Agreement is subject to and  
6 conditioned upon obtaining Court approval under Labor Code Section 2699(1)(2). At the same time  
7 Plaintiff files with the Court the Preliminary Approval Motion accompanied with this Agreement,  
8 Class Counsel will submit the Agreement to the LWDA through its on-line procedures, and will  
9 provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the  
10 Agreement.

11 **CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

12 63. **Class Data.** Within 30 calendar days after Preliminary Approval, Defendant will  
13 provide the Class Data to the Administrator. The Class Data will be based on Defendant's payroll  
14 and other business records and will be provided in a format reasonably acceptable to the Settlement  
15 Administrator. The Parties agree the Class Members' contact information and Social Security  
16 numbers will be used only by the Administrator for the sole purpose of effectuating the Settlement,  
17 and will not be provided to Plaintiff or Class Counsel at any time or in any form. The  
18 Administrator will take reasonable steps to protect the confidential and private information of the  
19 Class Members. To the extent Class Counsel possesses or comes to possess the Class Members'  
20 contact information and/or social security numbers, Class Counsel will immediately return all such  
21 information (including copies and data or information derived therefrom), will not retain copies of  
22 such information, and will not maintain or use such information for any purpose.

23 64. **NCOA Check.** Prior to mailing of Class Notices, the Administrator will run a  
24 check of the Class Members' addresses that are contained in the Class Data against those on file with  
25 the U.S. Postal Service's National Change of Address ("NCOA") List; this check will be performed  
26 only once per Class Member by the Settlement Administrator.

27 65. **Class Notice.** Within 45 calendar days after Preliminary Approval, the  
28 Administrator will send by first-class mail a Class Notice to each Class Member in substantially the



1 form attached hereto as **Exhibit B**, and as approved by the Court. The Class Notice will include  
2 the following information on Class Members' rights to respond to the Class Notice:

3           A. **Workweek Disputes.** A Class Member may dispute the pre-printed  
4 information on the Class Notice as to their Workweeks and/or PAGA Pay Periods by submitting a  
5 timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed,  
6 dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek  
7 Disputes must be postmarked no later than the Dispute Deadline. Unless a disputing Class Member  
8 submits documentary evidence in support of his or her dispute, the Defendant's records will be  
9 determinative. All Workweek Disputes will be resolved and decided by the Court, and the Court's  
10 decision on all disputes will be final and binding. The date of the postmark on the Workweek Dispute  
11 return envelope will be the exclusive means used to determine whether a Workweek Dispute has  
12 been timely submitted. No Workweek Dispute will be honored if it is postmarked after the Dispute  
13 Deadline unless the Parties mutually agree to accept the untimely dispute.

14           B. **Opting Out of the Settlement.** Any Class Member may exclude  
15 themselves, if they do not wish to participate in the Settlement, by submitting a timely written  
16 Request for Exclusion to the Administrator. The Request for Exclusion must contain: the  
17 individual's full name, signature with date, the case name and number of the Action; and a clear  
18 statement indicating that he or she desires to be excluded from the Settlement. The Request for  
19 Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the  
20 Administrator. All Requests for Exclusion must be postmarked no later than the Response  
21 Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the  
22 terms of the Settlement.

23           C. **Objecting to the Settlement.** Any Class Member who does not exclude  
24 himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of  
25 the Settlement by filing a written objection with the Court and mailing a copy to the Settlement  
26 Administrator, no later than the Response Deadline. A written objection must contain: the  
27 Participating Class Member's full name; signature with date, the case name and number of the  
28 Action, a clear statement indicating that he or she objects to the Settlement, each specific reason in

1 support of the objection along with any legal support for each objection, a clear statement  
2 indicating whether he or she is represented by counsel and whether he or she intends to appear at  
3 the Final Approval Hearing. Alternatively, any Participating Class Member may object orally at the  
4 Final Approval Hearing. If the Court rejects the objection, the individual will nevertheless be  
5 bound by the terms of the Settlement. At no time will any of the Parties or their counsel seek to  
6 solicit or otherwise encourage Participating Class Members to submit written objections to the  
7 Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will  
8 not represent any Class Members with respect to any such objections to this Settlement.

9       **66. Non-Deliverable Class Notices.** Class Notices returned to the Administrator as  
10 non-deliverable before the Response Deadline will be re-sent to the forwarding address, if any, on  
11 the returned envelope. A returned Class Notice will be forwarded only once per Class Member by  
12 the Administrator. If there is no forwarding address, the Administrator will do a skip-trace search  
13 for a more recent address associated with the Class Member whose Notice Packet was returned,  
14 and re-mail the Notice Packet within five (5) calendar days; this search and re-mailing will be  
15 performed only once per Class Member by the Administrator. If a Class Member's notice is re-  
16 mailed, the Class Member will have fifteen (15) calendar days from the re-mailing, or sixty (60)  
17 calendar days from the date of the initial mailing, whichever is later, in which to postmark  
18 objections or submit a Request for Exclusion. Upon completion of these steps by the Administrator,  
19 Defendant and the Administrator are deemed to have satisfied their obligations to provide the Class  
20 Notice to Class Members. Irrespective of whether or not a Class Member receives a Class Notice,  
21 they will remain a Class Member and will be bound by all the terms of the Settlement and the  
22 contemplated Final Approval Order and Judgment, unless they submit a valid and timely Request  
23 for Exclusion. The cost of all Return Envelopes or deficiency notices are a part of the  
24 Administration Expenses to be paid out of the Maximum Settlement Amount.

25       **67. Class Administration Webpage.** From the date Class Notices are mailed through  
26 two hundred (200) calendar days following the disbursement of Individual Class Awards and  
27 Individual PAGA Awards; the Administrator will post and permit Class Members to access the  
28

1 Agreement, Preliminary Approval Order, and Final Approval Order and Judgment at no charge via  
2 a webpage on its website.

3 68. **Right to Rescission.** If more than ten percent (10%) of Class Members opt out of the  
4 Settlement by submitting valid and timely Requests for Exclusion, Defendant has the right (but need  
5 not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by  
6 providing written notice to Class Counsel at least ten (10) calendar days after the Administrator  
7 furnishes Defendant with the number and percentage of valid and timely Requests for Exclusion  
8 following the expiration of the Response Deadline. If Defendant exercises this option, Defendant will  
9 pay all Settlement Administration Costs incurred through such date. If the Settlement is rescinded  
10 pursuant to this provision, this Settlement will be considered null and void, neither the Settlement or  
11 any of the related negotiations or proceedings will have any force or effect and no party will be  
12 bound by any of its terms, and all Parties to this Settlement will stand in the same position, without  
13 prejudice, as if the Settlement had been neither entered into nor filed with the Court.

14 **PROCEDURE FOR FINAL COURT APPROVAL OF AGREEMENT**

15 69. **Seeking Final Approval.** Plaintiff will prepare and file a motion for final approval  
16 of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review the Final  
17 Approval Motion, and to seriously consider Defendant's comments before filing the Final  
18 Approval Motion. In conjunction with the Final Approval Motion, Class Counsel will submit a  
19 proposed Final Approval Order and Judgment, in substantially the form attached hereto as  
20 **Exhibit C**, that provides, *inter alia*, as follows:

21 A. Making final the conditional certification of the Class for settlement  
22 purposes only;

23 B. Approving the Settlement, adjudging the terms thereof to be fair,  
24 reasonable and adequate, and directing consummation of its terms and provisions;

25 C. Approving an award of Attorneys' Fees and Costs to Class Counsel;

26 D. Approving the Enhancement Award to the Class Representative;

27 E. Approving the Administration Expenses to be paid to the Administrator;

28 F. Approving the PAGA Allocation and LWDA Payment to the LWDA;

1 G. Entry of judgment in the Action with continuing jurisdiction of the Court  
2 in conformity with California Rules of Court Rule 3.769 and California Code of Civil Procedure  
3 Section 664.6 as necessary to enforce the terms of the Agreement.

4 70. **Declaration of Due Diligence.** In connection with and in support of Plaintiff's  
5 Final Approval Motion, Class Counsel will file with the Court a declaration by the Settlement  
6 Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice  
7 to Class Members.

8 71. **Submission of Judgment to LWDA.** Within 10 calendar days after Class  
9 Counsel's receipt of the Court's approval of the Agreement and entry of a signed Final Approval  
10 Order and Judgment, Class Counsel will submit the Final Approval Order and Judgment to the  
11 LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the  
12 LWDA's acknowledgment of receipt of the Final Approval Order and Judgment.

13 **SETTLEMENT FUNDING AND PAYMENTS DISBURSEMENTS**

14 72. **Accounting of Disbursement.** Within 15 calendar days after the Effective Date,  
15 the Administrator will provide Defendant with payment instructions and a report listing the amount  
16 of all payments to be made.

17 73. **Payment of Maximum Settlement Amount.** The Maximum Settlement Amount  
18 will be paid in two installments. Within 30 calendar days after the Effective Date, Defendant, on  
19 behalf of the Released Parties, will pay to the Administrator one half of the Maximum Settlement  
20 Amount and one half of Defendant's share of payroll taxes. Defendant will pay the other half of  
21 the Maximum Settlement Amount and the other half of Defendant's share of payroll taxes no later  
22 than one year and 30 days after the Effective Date. The Administrator will establish a Qualified  
23 Settlement Fund ("QSF") for purposes of disbursing the Maximum Settlement Amount per the  
24 terms of this Agreement. The Administrator will undertake all required withholding, remittances,  
25 reporting and/or payment of taxes, and issuance of the appropriate tax forms for payments required  
26 under this Agreement in accordance with local, state, and federal laws.

27 74. **Disbursement of Maximum Settlement Amount.** Within 40 calendar days after  
28 receiving the second payment of the Maximum Settlement Amount, the Administrator will disburse

1 the Maximum Settlement Amount as specified in this Agreement and as approved by the Court in  
2 the Final Approval Order and Judgment. The Administrator will be responsible for making  
3 payment of any court-approved Class Counsel's Attorneys' Fee and Costs, any court-approved  
4 Plaintiff's Enhancement Award to the Class Representative, Administration Expenses, the LWDA  
5 Payment, issuing the Individual Class Awards to Participating Class Members, issuing Individual  
6 PAGA Awards to PAGA Members, taxes where applicable, and meeting any reporting obligations.

7       **75. Default on Payment.** Defendant's failure to timely pay to the Administrator either  
8 Maximum Settlement Amount payment will be considered a default. In the event Defendant fails to  
9 timely fund the Maximum Settlement Amount, the Administrator will provide notice to Class  
10 Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter,  
11 Defendant will have seven (7) calendar days to cure the default and tender payment to the  
12 Administrator.

13       **76. Individual Class and PAGA Award Disbursements.** The Administrator will  
14 distribute Individual Class Awards, subject to applicable taxes and withholdings, and Individual  
15 PAGA Awards by way of check(s) mailed to the Participating Class Member and/or PAGA  
16 Member at the last known address that the Settlement Administrator has on file. Settlement award  
17 checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the  
18 date of their issuance. If a settlement award check is returned to the Administrator, the  
19 Administrator will make all reasonable efforts to re-mail it to the Class and/or PAGA Member at  
20 his or her correct address. Upon the deadline to cash the settlement award checks, the checks will  
21 automatically be cancelled by the Administrator if not cashed within that time and the funds  
22 associated with such cancelled checks will be transmitted to the California State Controller's  
23 Office's Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA  
24 Member's name. A Class and/or PAGA Member whose settlement award check(s) are cancelled  
25 remains subject to the Settlement, the releases of claims, and the Court's Final Approval Order and  
26 Judgment. The checks provided to Class and/or PAGA Members will prominently state the  
27 expiration date or a statement that the checks will expire in 180 calendar days, or alternatively,  
28 such a statement may be made in a letter accompanying the check. Lost or expired settlement

1 award checks will not be reissued, except for good cause and as mutually agreed by the Parties in  
2 writing. No person will have any claim against Defendant, Released Parties, Defense Counsel, the  
3 Class Representative, any Class Member, any PAGA Member, Class Counsel, or the Administrator  
4 based on distributions and payments made in accordance with this Agreement.

5 77. **Declaration of Compliance.** Within one hundred ninety (190) days from the date  
6 of issuance of settlement award checks, the Administrator will provide a declaration of compliance  
7 with the terms of the Agreement and detailing proof of payment and the numbers of cashed and  
8 uncashed checks (without disclosing or identifying information of Class Members). Class Counsel  
9 will file the Administrator's declaration of compliance with the Court, as ordered by the Court.

#### 10 MISCELLANEOUS PROVISIONS

11 78. **Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all  
12 formal and informal discovery is stayed pending final Court approval of the Settlement.

13 79. **Limited Public Comment.** With the exception of court filings and notice to the  
14 LWDA, the Class Representative and Class Counsel will not make: (1) any comments to the  
15 public or the media; (2) engage in any mass communications or other publicity, including, but not  
16 limited to, social media, and (3) public disclosure of the terms of this Settlement (including, but not  
17 limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all  
18 documents related to the Settlement. The Parties will use their best efforts to reach agreement on all  
19 Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and  
20 will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class  
21 Counsel further agrees to cease all affirmative mass communication (oral and written) with the  
22 Class Members, other than through Court-approved notices. This provision does not prevent Class  
23 Counsel from communicating with any Class Members who may contact Class Counsel. Also,  
24 nothing in this Agreement restricts Class Counsel from disclosing and including all publicly  
25 available information regarding this case and the settlement in any documents filed with any court  
26 and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

27 80. **Media Communications / No Attorney Advertising.** The Parties will not initiate  
28 any communications (directly or indirectly) with the media regarding the Action. Notwithstanding

1 the foregoing, the Class Representative and Class Counsel may, in response to a communication  
2 initiated by the media, direct the inquiring media member to the public records of the Action on file  
3 with the Court and respond only with "The matter has been resolved." Class Counsel will take all  
4 steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the  
5 restriction against any media comment on the Settlement and its terms. Class Counsel also agrees  
6 that their law firm will not specifically refer to this case, this settlement, or the names of Released  
7 Parties in any advertising or promotional material of any kind on their website, on any social media  
8 platform, or in any other written or electronic communications of any kind or nature.

9       **81. No Assignment of Claims.** The Parties and their counsel represent, covenant and  
10 warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to  
11 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,  
12 action, cause of action or right herein released and discharged except as set forth herein.

13       **82. Construction.** The Parties agree that the terms and conditions of this Agreement  
14 are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement  
15 will not be construed in favor of or against any party by reason of the extent to which any party or  
16 his, her, or its counsel participated in the drafting of this Agreement.

17       **83. No Admission.** Nothing contained in this Agreement, nor the consummation of this  
18 Agreement, is to be construed or deemed an admission of liability, culpability, negligence or  
19 wrongdoing on the part of Plaintiff, Defendant, or Released Parties. Each of the Parties hereto has  
20 entered into this Agreement solely with the intention to avoid further disputes and litigation with  
21 the attendant inconvenience and expenses.

22       **84. Captions and Interpretations.** Paragraph titles or captions contained herein are  
23 inserted as a matter of convenience and for reference, and in no way define, limit, extend or  
24 describe the scope of this Agreement or any provision of it.

25       **85. Modification and Waiver.** This Agreement may not be changed, altered or  
26 modified, except in writing specifically referencing this Agreement, signed by the Parties, and  
27 approved by the Court. No rights under this Agreement may be waived except in writing  
28 specifically referencing this Agreement, signed by the waiving Party or Parties.

1           86.     **Notice to Counsel.** Unless otherwise specifically provided herein, all notices,  
2 demands, or other communications provided for in this Agreement will be in writing and will be  
3 both emailed and mailed by United States registered or certified mail, return receipt requested,  
4 addressed as follows:

5           **Class Counsel:**

6           John G. Yslas  
7           jyslas@wilshirelawfirm.com  
8           Jeffrey C. Bils  
9           jbils@wilshirelawfirm.com  
10          Aram Boyadjian  
11          aboyadjian@wilshirelawfirm.com  
12          Andrew Sandoval  
13          andrew.sandoval@wilshirelawfirm.com  
14          **WILSHIRE LAW FIRM**  
15          3055 Wilshire Blvd., 12th Floor  
16          Los Angeles, CA 90010

5           **Defense Counsel:**

6           Joel Van Parys  
7           jvanparys@cdflaborlaw.com  
8           Dalia Z. Khatib  
9           dkhatib@cdflaborlaw.com  
10          **CDF LABOR LAW LLP**  
11          900 University Avenue, Suite 200  
12          Sacramento, CA 95825  
13          Robert E. King  
14          info@legallynanny.com  
15          **LEGALLY NANNY®**  
16          37 Trailwood  
17          Irvine, CA 92620-1216

18           87.     **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to  
19 accomplish the terms of this Agreement, including, but not limited to, execution of such documents  
20 and taking such other action as reasonably may be necessary to implement the terms of this  
21 Agreement. The Parties will use their best efforts, including all efforts contemplated by this  
22 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to  
23 effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of  
24 this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and Defense  
25 Counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court  
26 does not issue an order approving the Agreement under the specific terms requested, the Parties  
27 agree to meet and confer to address the Court's concerns in good faith and determine whether  
28 resolution of the claims encompassed by the Agreement can be obtained in a manner consistent  
with the Court's concerns. The Parties, Class Counsel, and Defense Counsel agree that they will  
not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

88.     **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel  
regarding the implementation or interpretation of this Agreement that they are unable to resolve



1 cooperatively, the Parties agree to submit any such dispute(s) to mediation. To the extent any Party  
2 seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing  
3 party will be entitled to recover reasonable attorneys' fees and costs.

4 **89. Parties' Authority.** It is agreed that because the Class and PAGA Members are so  
5 numerous, it is impossible or impractical to have each Class and PAGA Member execute this  
6 Agreement. The Class Notice will advise all Class and PAGA Members of the binding nature of  
7 the releases of claims provided for by the Settlement, and that the releases will have the same force  
8 and effect as if this Agreement were executed by each Participating Class Member and PAGA  
9 Member. The signatories to this Agreement represent that they are fully authorized to enter into this  
10 Agreement and bind the Parties to its terms and conditions.

11 **90. Agreement Binding on Successors.** This Agreement is binding on and inures to  
12 the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors,  
13 administrators, successors and assigns.

14 **91. Integration Clause.** This Agreement contains the entire agreement between the  
15 Parties relating to any and all matters addressed in the Agreement, and all prior or  
16 contemporaneous agreements, understandings, representations, and statements, whether oral or  
17 written and whether by a party or such party's legal counsel, are merged herein.

18 **92. Attorneys' Fees and Costs.** Except as expressly provided in this Agreement,  
19 Defendant and Plaintiffs will each bear their own attorney's fees and costs.

20 **93. Counterparts.** This Agreement may be executed in counterparts and by original or  
21 electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code §  
22 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least  
23 one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an  
24 original and, when taken together with other signed counterparts, will constitute one Agreement  
25 binding upon and effective as to all Parties.

26 **94. Extension of Deadlines.** If the date by which any court filing, mailing, or deadline  
27 is to occur per the terms and conditions of this Agreement falls on a Saturday, Sunday, or legal  
28

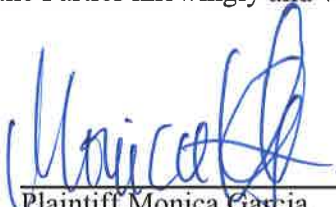
1 holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the  
2 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

3 95. **California Law.** All terms of this Agreement will be governed by and interpreted  
4 according to the laws of the State of California.

5 96. **Voluntary Agreement.** The Parties expressly declare and represent that they have  
6 read this Agreement and have consulted with counsel, or had the opportunity to consult with  
7 counsel, regarding the meaning of the provisions, terms, and conditions contained in this  
8 Agreement. The Parties further expressly declare and represent that they fully understand the  
9 content and effect of this Agreement, that they approve and accept its terms and conditions, and  
10 that the Agreement is executed freely and voluntarily.

11 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement  
12 as of the date(s) set forth below:

13  
14 Dated: 10/04/24

  
Plaintiff Monica Garcia

15  
16 Defendant Compassionate Heart Senior Care, Inc. dba Home  
17 Instead Senior Care

18 Dated: \_\_\_\_\_

19 \_\_\_\_\_  
20 David Rezner  
Director/Owner  
Compassionate Heart Senior Care, Inc. dba Home Instead  
Senior Care

21 **AGREED AS TO FORM AND CONTENT:**

22 Dated: CDF LABOR LAW LLP

23

24

By: \_\_\_\_\_  
Joel Van Parys  
Attorneys for Defendant  
Compassionate Heart Senior Care, Inc. dba Home Instead  
Senior Care

25

26

27

28

1 Dated:

LEGALLY NANNY®

2

3

By: \_\_\_\_\_  
Robert E. King

4

Attorneys for Defendant:  
Compassionate Heart Senior Care, Inc. dba Home Instead  
Senior Care

5

6 Dated:

WILSHIRE LAW FIRM

7

8

By: \_\_\_\_\_

9

John G. Yslas  
Jeffrey C. Bils  
Aram Boyadjian  
Andrew Sandoval

10

Attorneys for Plaintiff  
Monica Garcia

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