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ST. JOHN'S COMMUNITY HEALTH, INC.

(erroneously sued as ST. JOHN'S WELL CHILD AND

FAMILY CENTER ACTION FUND), and JIM MANGIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOANNE ELIZABETH LEE, an individual
and on behalf of all others similarly situated,

Plaintiffs,

v.

ST. JOHN'S COMMUNITY HEALTH, a
California Corporation; ST. JOHN'S WELL
CHILD AND FAMILY CENTER ACTION
FUND, a California Corporation; ST.
JOHN'S WELL CHILD CENTER, INC., a
California Corporation; JIM MANGIA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV00505

[Assigned to the Hon. William F.
Highberger in Dept. 10]

**AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

ACTION FILED: January 10, 2023

TRIAL DATE: None set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Joanne Elizabeth Lee (“Plaintiff”) and Defendant St. John’s Community
3 Health, erroneously sued as St. John’s Well Child and Family Center Action Fund and St. John’s
4 Well Child Center, Inc. (collectively, “Defendant”). The Agreement refers to Plaintiff and
5 Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuits alleging wage and hour violations against
8 Defendant, captioned *Joanne Elizabeth Lee v. St. John’s Community Health et al.*, Case No.
9 23STCV00505, initiated on January 10, 2023, and pending in Superior Court of the State of
10 California, County of Los Angeles; and Plaintiff’s representative action alleging PAGA
11 violations against Defendants, captioned *Joanne Elizabeth Lee v. St. John’s Community Health*
12 *et al.*, Case No. 23STCV17702, initiated on January 27, 2023, and pending in Superior Court of
13 the State of California, County of Los Angeles.

14 1.2. “Administrator” means ILYM, the neutral entity the Parties have agreed to appoint to
15 administer the Settlement.

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

20 1.4. “Aggrieved Employee” means a non-exempt current or former employee employed by
21 Defendant in California who worked for Defendant during the PAGA Period (including a Non-
22 Participating Class Member who qualifies as an Aggrieved Employee).

23 1.5. “Class” means all persons employed by Defendant in California and classified as a non-
24 exempt, hourly-paid employee who did not sign arbitration agreements and worked for
25 Defendant during the Class Period.

26 1.6. “Class Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
27 Defendants, captioned *Joanne Elizabeth Lee v. St. John’s Community Health et al.*, Case No.
28 23STCV00505, filed on January 10, 2023, and pending in Superior Court of the State of

California, County of Los Angeles.

1.7. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of actual, reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means Settlement Class Member identifying information in Defendant’s custody, possession, or control, including the Settlement Class Member’s (1) name; (2) last known address; (3) last known mailing address; (4) Social Security Number, (5) number of workweeks worked during the Class Period, and (6) Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.10. “Class Member” means a member of the Class including, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from January 10, 2019, through December 3, 2024.

1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Los Angeles.

1 1.17. “Defendant” means Defendant St. John’s Community Health (erroneously sued as St.
2 John’s Well Child and Family Center Action Fund and St. John’s Well Child Center, Inc.).

3 1.18. “Defense Counsel” means Linh T. Hua of Gordon Rees Scully Mansukhani, LLP.

4 1.19. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
5 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
6 latest of the following occurrences: (a) if no Participating Class Member objects to the
7 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
8 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
9 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
10 affirms the Judgment and issues a remittitur.

11 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

12 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
13 of the Settlement.

14 1.22. “Final Judgment” means the Judgment entered by the Court based upon the Final
15 Approval.

16 1.23. “Gross Settlement Amount” means \$1,250,000.00 (One Million Two Hundred Fifty
17 Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the
18 Settlement, except as provided in Paragraph 9.1 below and any and all employer payroll taxes
19 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount
20 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
22 and Administrator’s Expenses.

23 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
24 Net Settlement Amount calculated according to the number of Workweeks worked during the
25 Class Period.

26 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
27 the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
28 Period.

- 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period.
- 1.32. “PAGA Period” means the period from December 29, 2021 through the end of the Class Period.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34. “PAGA Notice” means Plaintiff’s December 29, 2022, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$125,000.00), allocated 25% to the Aggrieved Employees (\$31,250.00) and the 75% to the LWDA (\$93,750.00) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiff” means Joanne Elizabeth Lee the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the Order granting Preliminary Approval and

Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.4 below.

1.42. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, DBA’s, and all of their current, former, and future officers (including Jim Mangia), directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, affiliates, third-party beneficiaries, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement or (c) challenge their Workweeks and/or Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.46. “Settlement Class Member” means an Aggrieved Employee or a Participating Class Member.

1.47. “Workweek” is calculated as every five (5) shifts worked by Class Members during the Class Period.

2. RECITALS

2.1. On January 10, 2023, Plaintiff commenced the Class Action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest

breaks, or compensation in lieu thereof; failure to timely pay wages; wage statement violations; waiting time penalties; failure to indemnify; and unfair competition.

2.2. On December 29, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code Section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of PAGA Employees for various Labor Code violations (“PAGA Notice”).

2.3. On July 27, 2023, after sixty-five (65) days had passed without any communication or action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff commenced a separate representative action under the Private Attorneys General Act (PAGA) against Defendants by filing a complaint in the Superior Court of California for the County of Los Angeles, Case Number 23STCV17702 (“PAGA Action”).

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 20% of Class Members through mediation; (b) wage and hour policy documents; and (c) all documents pertaining to Plaintiff available to Defendant.

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On December 2, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. The Court has not granted class certification.

3. PROCEDURAL STIPULATIONS

3.1 Within fourteen (14) days following the full execution of this Agreement, Plaintiff shall (a) file of a First Amended Complaint in the Class Action (case no. 23STCV00505) to add each and all allegations brought in the PAGA Action and dismiss, without prejudice, St. John’s Well Child and Family Center Action Fund, St. John’s Well Child Center, Inc., and Jim Mangia from

the Class Action (case no. 23STCV00505) and (b) request dismissal, without prejudice, of the related PAGA Action (case no. 23STCV17702). This amendment effectively consolidates the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint will be the operative complaint in the Action (“Operative Complaint”).

3.2. In the event the Court does not grant final approval of this Settlement, Plaintiff will be permitted to separately refile the PAGA Action without prejudice and the filing shall relate back to the original filing date of the PAGA Action. Additionally, Plaintiff will be permitted to add St. John’s Well Child and Family Center Action Fund, St. John’s Well Child Center, Inc., and Jim Mangia back into the Class Action (case no. 23STCV00505). Defendants expressly reserve their right to subsequently seek to dismiss those entities from the Action.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.1 below, Defendant promises to pay \$1,250,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 9.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant, unless the settlement is not finally approved by the Court with the terms materially identical to the terms articulated herein. In the event the settlement is void per this term, or is not given final approval by the Court, Defendant will bear only one half of the already-accrued costs of the settlement administrator.

4.2. 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:

4.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA

1 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
2 not oppose Plaintiff's request for a Class Representative Service Payment that does not
3 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
4 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
5 Representative Service Payment prior to the Final Approval Hearing. If the Court
6 approves a Class Representative Service Payment less than the amount requested, the
7 Administrator will allocate the remainder in the Net Settlement Amount. The
8 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
9 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
10 Representative Service Payment.

11 4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3)
12 of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 9.1 of
13 this Agreement, is currently estimated to be \$416,666.67 and a Class Counsel Litigation
14 Expenses Payment of not more than \$50,000.00. Defendant will not oppose requests for
15 these payments provided that do not exceed these amounts. Plaintiff and/or Class
16 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
17 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
18 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
19 than the amounts requested, the Administrator will allocate the remainder to the Net
20 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
21 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
22 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
23 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
24 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
25 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
26 Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute
27 or controversy regarding any division or sharing of any of these Payments. There will
28 be no additional charge of any kind to either the Settlement Class Members or request

for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,950.00 the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

4.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

1 4.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$125,000.00 to be paid from the Gross Settlement Amount, with 75% (\$93,750.00)
3 allocated to the LWDA PAGA Payment and 25% (\$31,250.00) allocated to the
4 Individual PAGA Payments.

5 4.2.5.1. The Administrator will calculate each Individual PAGA
6 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
7 of PAGA Penalties (\$31,250.00) by the total number of PAGA Period Pay
8 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
9 multiplying the result by each Aggrieved Employee's respective PAGA Period
10 Pay Periods. 100% of the Individual PAGA Payments are deemed penalties.
11 Aggrieved Employees assume full responsibility and liability for any taxes
12 owed on their Individual PAGA Payment.

13 4.2.5.2. If the Court approves PAGA Penalties of less than the
14 amount requested, the Administrator will allocate the remainder to the Net
15 Settlement Amount. The Administrator will report the Individual PAGA
16 Payments on IRS 1099 Forms.

17 **5. SETTLEMENT FUNDING AND PAYMENTS**

18 5.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
19 to date, Defendant estimates there are 1,342 Class Members who collectively worked a total of
20 63,200 Workweeks, and 925 Aggrieved Employees who worked a total of 34,798 PAGA Pay
21 Periods.

22 5.2. Class Data. Not later than 30 days after execution of this Agreement, Defendant will
23 deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To
24 protect Class Members' privacy rights, the Administrator must maintain the Class Data in
25 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
26 restrict access to the Class Data to Administrator employees who need access to the Class Data
27 to effect and perform under this Agreement. Defendant has a continuing duty to immediately
28 notify the Administrator if it discovers that the Class Data omitted class member identifying

1 information and to provide corrected or updated Class Data as soon as reasonably feasible.
2 Without any extension of the deadline by which Defendant must send the Class Data to the
3 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
4 reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Defense
5 Counsel shall provide a declaration attesting to the Workweek count and PAGA Pay Period
6 count.

7 5.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
8 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
9 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

10 5.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
11 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
12 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
13 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
14 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
15 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
16 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
17 Payments.

18 5.4.1. The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class U.S.
20 Mail, postage prepaid. The face of each check shall prominently state the date (not less
21 than 180 days after the date of mailing) when the check will be voided. The
22 Administrator will cancel all checks not cashed by the void date. The Administrator
23 will send checks for Individual Settlement Payments to all Participating Class Members
24 (including those for whom Class Notice was returned undelivered). The Administrator
25 will send checks for Individual PAGA Payments to all Aggrieved Employees including
26 Non-Participating Class Members who qualify as Aggrieved Employees (including
27 those for whom Class Notice was returned undelivered). The Administrator may send
28 Participating Class Members a single check combining the Individual Class Payment

1 and the Individual PAGA Payment. Before mailing any checks, the Settlement
2 Administrator must update the recipients' mailing addresses using the National Change
3 of Address Database.

4 5.4.2. The Administrator must conduct a Class Member Address Search for all other
5 Class Members whose checks are returned undelivered without USPS forwarding
6 address. Within 7 days of receiving a returned check the Administrator must re-mail
7 checks to the USPS forwarding address provided or to an address ascertained through
8 the Class Member Address Search. The Administrator need not take further steps to
9 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
10 The Administrator shall promptly send a replacement check to any Class Member whose
11 original check was lost or misplaced, requested by the Class Member prior to the void
12 date.

13 5.4.3. For any Class Member whose Individual Class Payment check or Individual
14 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
15 shall transmit the funds represented by such checks to the California State Controller's
16 Office, Unclaimed Property Fund.

17 5.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
18 not obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
20 specified in this Agreement.

21 **6. RELEASE OF CLAIMS**

22 Effective upon execution of the Agreement, entry of Judgment, the Order granting Final
23 Approval of this Settlement, and on the date when Defendant fully funds the entire Gross
24 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
25 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, Class Counsel, and
26 the LWDA will release claims against all Released Parties as follows:

27 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release

1 and discharge Released Parties from all claims, transactions, or occurrences related to her
2 employment with Defendants or the termination of that employment. (“Plaintiff’s Release.”)
3 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
5 workers’ compensation benefits that arose at any time, or based on occurrences outside the Class
6 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
7 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
8 that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such
9 different or additional facts or Plaintiff’s discovery of them.

10 6.1.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff’s Release only, Plaintiff expressly waives and relinquish the
12 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
13 which reads:

14 A general release does not extend to claims that the creditor or releasing party does not
15 know or suspect to exist in his or her favor at the time of executing the release, and that
16 if known by him or her would have materially affected his or her settlement with the
17 debtor or Released Party.

18 6.2. Release by Participating Class Members: For the duration of the Class Period, all
19 Participating Class Members, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
21 Parties from all claims alleged or that could have been pleaded based on the facts asserted in the
22 Operative Complaint in the Action, including: (1) failure to pay overtime wages; (2) failure to
23 pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
24 waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure
25 to indemnify; and (9) unfair competition, arising out of the Labor Code violations referenced in
26 the Operative Complaint, as well as interest, fees, and costs.

27 6.3. Participating Class Members do not release any other claims, including claims for vested
28 benefits, wrongful termination, violation of the Fair Employment and Housing Act,

1 unemployment insurance, disability, social security, workers' compensation, or claims based on
2 facts occurring outside the Class Period.

3 6.4. Release by Aggrieved Employees: For the duration of the PAGA Period, Plaintiff, all
4 Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, the Released Parties from all claims, under PAGA for penalties, interest, costs, and
7 expenses that were alleged, or reasonably could have been alleged, based on the facts stated in
8 the Operative Complaint in the Action and the PAGA Notice for the Action. Aggrieved
9 Employees may not be excluded from this Release.

10 7. MOTION FOR PRELIMINARY APPROVAL

11 Plaintiff shall file a motion for preliminary approval ("Motion for Preliminary Approval")
12 that complies with the Court's current checklist for Preliminary Approvals.

13 7.1. Plaintiff's Responsibilities. At least seven (7) day prior to filing, Plaintiff will prepare
14 and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval,
15 including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary
16 Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
17 approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
18 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement consistent
19 with the terms of this Agreement; (iii) a draft proposed Class Notice; (iv) a signed declaration
20 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
21 attesting to its willingness to serve; competency; operative procedures for protecting the security
22 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
23 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
24 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
25 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
26 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
27 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
28 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

7.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt mutually available hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval, as consistent with the terms of this Agreement. Class Counsel is responsible for immediately delivering the Court's Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to address the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, Pheonix Settlement Administrators 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.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

1 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
3 468B-1.

4 8.4. Notice to Class Members

5 8.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the
7 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
8 Class Data.

9 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members
11 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
12 the Class Notice with Spanish translation, substantially in the form attached to this
13 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
14 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
15 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
16 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
17 update Class Member addresses using the National Change of Address database.

18 8.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
19 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
20 using any forwarding address provided by the USPS. If the USPS does not provide a
21 forwarding address, the Administrator shall conduct a Class Member Address Search,
22 and re-mail the Class Notice to the most current address obtained. The Administrator
23 has no obligation to make further attempts to locate or send Class Notice to Class
24 Members whose Class Notice is returned by the USPS a second time. All Class
25 Members and Aggrieved Employees are deemed to receive properly and timely notice
26 of this Agreement.

27 8.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
28 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days

beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

8.5.2. All requests for exclusion will be submitted to the Administrator, who will timely certify jointly to Plaintiff's counsel and Defense counsel the forms that were timely and correctly submitted.

8.5.3. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if it is timely and if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class

Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.4. If 7% of the Class Members submit exclusion forms of any kind, Defendant may exercise the option to withdraw from the settlement and the settlement will be entirely void. However, if Defendant exercises this option, they will be responsible for paying all settlement administration costs incurred to date.

8.5.5. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.6. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence

of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7. Objections to Settlement

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. 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.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,

1 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
2 the Final Approval and the Judgment. The Administrator will also maintain and monitor
3 an email address and a toll-free telephone number to receive Class Member calls and
4 emails.

5 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
7 Not later than 5 days after the expiration of the deadline for submitting Requests for
8 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the
9 names and other identifying information of Class Members who have timely submitted
10 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
11 information of Class Members who have submitted invalid Requests for Exclusion; (c)
12 copies of all Requests for Exclusion from Settlement submitted (whether valid or
13 invalid). This information may not be used by Plaintiff or Class Counsel for any purpose
14 beyond support of this Agreement.

15 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the number
17 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to
19 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
20 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
21 Weekly Reports must include provide the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
23 received.

24 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Administrator’s decision shall be final and not appealable or otherwise susceptible to
28 challenge.

1 8.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
3 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
4 due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid),
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class
10 Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 8.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At
15 least 7 days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its disbursement of all payments required under this Agreement. Class
18 Counsel is responsible for filing the Administrator's declaration in Court.

19 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

20 Based on its records, Defendant estimates that, as of the date of this Settlement
21 Agreement, (1) there are 1,342 Class Members and 63,200 Total Workweeks during the Class
22 Period and (2) there are 925 Aggrieved Employees who worked 34,798 Pay Periods during the
23 PAGA Period.

24 9.1. Increase in Workweeks. Defendant represents that there are no more than 63,200
25 Workweeks worked during the Class Period. The parties agree there is a 10% margin of error.
26 In the event the number of Workweeks worked increases by more than 10%, then Defendant
27 shall increase the Gross Settlement Amount proportionally by the Workweeks worked in excess
28 of 69,520 Workweeks (e.g., if the total number of Workweeks is 12% higher than 63,200, the

Gross Settlement Amount will increase by 2%). The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,250,000) by 63,200, which amounts to a Workweek Value of \$19.77. Thus, for example, should there be 70,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$9,489 (70,000 - 69,520 Workweeks) x \$ 19.77 per Workweek.

10. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”) consistent with the terms of this Agreement. At least seven (7) days prior to filing, Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval, Proposed Order, or Judgment.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns regarding the Agreement to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administrator Expenses Payment, shall not constitute a material condition or material modification to the Agreement within the meaning of this paragraph, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Class Counsel of a Class Representative Service Payment shall not operate to terminate or cancel this agreement. To the

1 extent the Court awards less than the amount of the requested Class Representative Service
2 Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment, any
3 remaining amount will be allocated to the Net Settlement Amount.

4 10.3. The Parties agree that, upon final approval of the settlement, a judgment will be entered
5 confirming the settlement as contemplated herein. This judgment will constitute a binding and
6 final resolution of any and all claims by any Settlement Class Members and Aggrieved
7 Employees, as defined by the Released Class Claims and Released PAGA Claims herein.

8 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
9 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
10 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
11 and (iii) addressing such post-Judgment matters as are permitted by law.

12 10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
22 the amount of the Net Settlement Amount.

23 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted
26 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
28 Final Approval and entry of Judgment, and any additional Administration Expenses reasonably

1 incurred after remittitur shall be paid from the Gross Settlement Amount. An appellate decision
2 to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or
3 any payments to Class Counsel shall not constitute a material modification of the Judgment
4 within the meaning of this paragraph, as long as the Gross Settlement Amount remains
5 unchanged

6 **11. AMENDED JUDGMENT**

7 If any amended judgment is required under Code of Civil Procedure section 384, the
8 Parties will work together in good faith to jointly submit and a proposed amended judgment.

9 **12. ADDITIONAL PROVISIONS**

10 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
11 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or should be construed as an admission by Defendants
13 that any of the allegations in the PAGA Notice or the Operative Complaints have merit or that
14 Defendants have any liability for any claims asserted; nor should it be intended or construed as
15 an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree
16 that class certification and representative treatment is for purposes of this Settlement only. If,
17 for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
18 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
19 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move
20 for class certification on any grounds available and to contest Defendant's defenses. The
21 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
22 and will not be admissible in connection with, any litigation (except for proceedings to enforce
23 or effectuate the Settlement and this Agreement).

24 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
25 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
26 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
27 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
28 or indirectly, specifically or generally, to any person, corporation, association, government

1 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
2 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
3 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
4 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
5 government agency. Each Party agrees to immediately notify each other Party of any judicial or
6 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
7 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
8 other communication, before the filing of the Motion for Preliminary Approval, any with third
9 party regarding this Agreement or the matters giving rise to this Agreement except to respond
10 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
11 Counsel's communications with Class Members in accordance with Class Counsel's ethical
12 obligations owed to Class Members.

13 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
16 ability to communicate with Class Members in accordance with Class Counsel's ethical
17 obligations owed to Class Members.

18 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

27 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution. The parties agree that Lisa Klerman,
6 who has assisted the parties as mediator in this case, may, at her discretion, execute a declaration
7 supporting the settlement.

8 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed or agreed to by all
18 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
19 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
20 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
21 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
22 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
23 the use of signatures previously provided by the Parties.

24 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

26 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
2 this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting

4 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
5 during Action and in this Agreement relating to the confidentiality of information shall survive
6 the execution of this Agreement

7 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
8 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
9 in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
11 be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by handwritten signature or electronically (i.e., DocuSign) including electronic signature
20 verification containing name, account login, date, time, and IP address; either form of signature
21 shall be accepted as an original. All executed counterparts and each of them will be deemed to
22 be one and the same instrument if counsel for the Parties will exchange between themselves
23 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
24 existence and contents of this Agreement.

25 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
27 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
28 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement

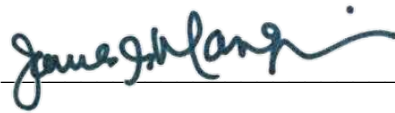
process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:



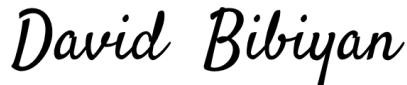
Plaintiff, Joanne Lee



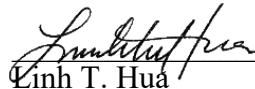
James Mangia

For Defendant, St. John's Community Health

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff



Linh T. Hua
Counsel for Defendants