

**PRIVATE ATTORNEY'S GENERAL ACT REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This Private Attorney's General Act Representative Action Settlement and Release (hereinafter "Settlement" or "Agreement") is made and entered into by and between Plaintiff ARIN SHIPLEY (hereinafter "Plaintiff Shipley") individually and on behalf of all allegedly aggrieved employees, on the one hand, and Defendant Robsag, Inc., a California Corporation, Hamilton Board & Care Facilities, a California Corporation, Kimberly Commodore, an individual, and Gayelynn Doe, an individual, (hereinafter "Defendants") on the other hand. Plaintiff and Defendant are collectively referred to herein as "the Parties."

This Settlement shall be binding on Plaintiff, on the Aggrieved Employees (as defined below), on California's state labor law enforcement agencies, and on Defendants and their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendants, subject to the terms and conditions hereof and the approval of the Court.

I. NATURE OF ACTION

1. On November 7, 2019, Plaintiff Shipley sent the LWDA notice of his intent to pursue a representative action against Defendants, ROBSAG, INC., a California Corporation, and BARRETT BUSINESS SERVICES, INC., a Maryland Corporation, pursuant to the Private Attorneys General Act of 2004 ("PAGA"), as codified in California Labor Code § 2698 *et seq.*, on behalf of herself and the State of California as well as on behalf of a group of allegedly aggrieved employees.

2. On February 12, 2020, Plaintiff Shipley sent the LWDA notice of her intent to pursue a representative action against Defendants, ROBSAG, INC., a California Corporation, and

BARRETT BUSINESS SERVICES, INC., a Maryland Corporation, HAMILTON BOARD & CARE FACILITIES, a California Corporation, KIMBERLY COMMODOR, an individual, and GAYELYNN DOE, an individual, pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code § 2698 *et seq.*, on behalf of herself and the State of California as well as on behalf of a group of allegedly aggrieved employees.

3. After a minimum of 65 days passed without a response from the LWDA to any of Plaintiff Shipley’s written notice to the LWDA listed *supra*, Plaintiff Shipley commenced a representative action under the PAGA for alleged Labor Code violations (as further explained herein) on behalf of herself and other allegedly aggrieved employees.

II. RERESENTATION AND DEFENITIONS

4. “Lawsuit” refers to the civil action filed by Plaintiff Shipley on July 15, 2020 entitled *ARIN SHIPLEY, individually and on behalf of all other Aggrieved Employees, v. Robsag, Inc., a California Corporation; Hamilton Board & Care Facilities, a California Corporation; Kimberly Commodore, an individual; Gayelynn Doe, an individual; and DOES 1 through 100, inclusive, Superior Court of the State of California for the County of Los Angeles, Case No. 20GDCV00578.*

5. “PAGA Counsel” shall refer to Haig B. Kazandjian of HAIG B. KAZANDJIAN LAWYERS, APC.

6. “Counsel for Defendant” and “Defense Counsel” shall refer to Dana A. Kravetz, Lara A.H. Shortz, and Amanda K. Monroe of MICHELMAN & ROBINSON, LLP.

7. “Covered Period” shall mean the period from May 11, 2019 through the Effective Date of this Agreement.

8. “PAGA Representative” or “Plaintiff” shall refer to Named Plaintiff ARIN

SHIPLEY.

9. "Court" refers to the Superior Court of the State of California for The County of Los Angeles.

10. "Covered Claims" means claims brought or could have been brought in the Lawsuit based on the factual allegations alleged therein, whether known or unknown, pursuant to Labor Code sections 2699, *et seq.*, for PAGA penalties only based on alleged violations of California Labor Code and applicable wage laws, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 210, 218.5, 226(a), 226.7, 246, 510, 512(a), 558(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, 2810.5(a)(1)(A)-(C), and any derivative claims, including the applicable Wage Orders, as well as California Code of Regulations 11010, *et. seq.* and 11050(4)(C), which Plaintiff and/or any of the Aggrieved Employees have or had during the Covered Period against any of the Releasees. Except as otherwise stated in Paragraphs 26(a) and 30(b) of this Agreement, this release does not extend to any individual or class claims of the Aggrieved Employees.

11. "Aggrieved Employees" shall mean all current and former non-exempt hourly paid individuals who were employed by Defendants within the state of California who worked one or more pay periods during the Covered Period. As of the date of this Agreement, there are approximately 302 Aggrieved Employees. Should the number of Aggrieved Employees increase by more than 15% when the Claims Administrator receives the Employee list, then Defendants agreed to increase the Amount of the PAGA Payment on a pro rata basis above the 15% threshold (i.e. if the number of Aggrieved Employees increases by more than 46 ($.15 \times 302 = 45.3$) employees). For example, if the total number of Aggrieved Employees increases by 60 employees, the Settlement Payment would be increased by 3.87% (number of employees over 46 = $14 \div 362$

(total number of employees $302 + 60 = .0387$ or 3.87%) or $(.0387 \times \$250,000) \$9,675.00$. If the total number of Aggrieved Employees increased by 80 employees, the Settlement Payment would be increased by 8.9% ($34 \div 382 = .089$) or $(.089 \times \$250,000) \$22,250.00$.

12. "Eligible Pay Periods" shall mean the total number of pay periods that Aggrieved Employees worked during the Covered Period.

13. "Settlement" shall mean this Private Attorneys General Act Settlement and Release Agreement.

14. "Effective Date" means the date the Court enters the final order approving the settlement of the PAGA penalties as described in this Agreement.

15. "Releasees" shall mean Defendants, and all of their past and present parent and subsidiary companies, affiliates, holding companies, joint venturers, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, insurers and re-insurers, including but not limited to Ann Hamilton.

16. After the case was at issue, the Parties engaged in discovery and began to engage in informal, arm's length settlement discussions. Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that the number of Aggrieved Employees is approximately 302 (including Plaintiff Shipley).

17. PAGA Counsel considered the following facts and arguments in determining that the Settlement was fair and reasonable:

a. Defendants' Legal Defenses:

- i. Defendants have cited case law for the proposition that PAGA is not applicable to the nature of violations alleged here.
- ii. Defendants argued that Plaintiff is not an "aggrieved employee" with standing to sue.

- iii. Defendants argued that Plaintiff's PAGA claims are unmanageable and would be dismissed on that basis.
 - iv. Defendants argued that Plaintiff and the "aggrieved employees" are not entitled to wage statement violations pursuant to *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308 and because unpaid meal period penalties and split shift premiums are not considered wages.
 - v. Defendants argued that had the Court enforced arbitration procedures, Plaintiff may not have been able to proceed with her claim. The viability of PAGA actions to proceed notwithstanding an arbitration agreement is under pending consideration by the U.S. Supreme Court in *Viking River v. Moriana*, Case No. 20-1573, 211 L. Ed. 2d 421, 2021 U.S. LEXIS 6280, at *1 (Dec. 15, 2021).
 - vi. Defendants also argued that the existence of a later filed PAGA action alleging similar claims could usurp Plaintiff's ability to resolve this matter. *Turrieta v. Lyft, Inc.*, (2021)69 Cal. App. 5th 955 (judgment affirmed and motion to intervene denied where Lyft settled with later filed Plaintiff, Turrieta, as opposed to "first-filed case").
- b. Defendants' Factual Defenses:
- i. In accordance with the PAGA (Labor Code § 2699(e)(1) and (e)(2)), the court in a PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

Defendants argued the PAGA penalties should be reduced based on Defendants' good faith efforts to comply with wage and hour laws. Defendants also argued that after receiving notice of Plaintiff's allegations, Defendants improved the monitoring of rest breaks and meal periods, factors that could mitigate in favor of reducing PAGA penalties. Further, Defendants were never provided with a notice of violation from the Labor Commissioner or a court, potentially subjecting it to heightened penalties. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209. Defendants produced copies of its timekeeping, overtime, reimbursement, meal and rest period policies as well as a sampling of time and payroll records for purposes of settlement. Defendants argued that the time and payroll records demonstrated that Defendants generally complied with meal period laws. Moreover, Defendants argued Defendants were not obligated to police breaks to ensure they were taken under California law (See *Brinker*) and that any potential meal or rest period violations would be subject to the affirmative defense of waiver.

- ii. Defendants argued that there was no evidence of a failure to provide information related to the Wage Theft Prevention Act.
- iii. Defendants argued that there was no evidence of failure to provide expense reimbursements in light of the lack of any such requests.
- iv. Defendants presented evidence of facially compliant meal, rest, and overtime policies within its applicable Employee Handbooks.
- v. Defendants presented evidence, testimonial and otherwise, that the aggrieved employees, in fact, did receive their breaks.
- vi. With respect to alleged split shift violations, Defendants further presented evidence that at least 80% of all pay periods did not

involve employees who worked split shifts as Defendants larger facilities do not utilize split shifts. Further, many employees who worked split shifts were paid above the minimum wage and thus not entitled to a split shift premium, regardless.

18. Consequently, while PAGA Counsel disagreed with Defendant's legal analysis above, PAGA Counsel anticipated that, at trial, Defendants could make a potentially persuasive argument that the Court could exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under PAGA. In consideration of the foregoing facts and arguments and how they might impact any judgment ultimately awarded to Aggrieved Employees if the Court was persuaded by them, PAGA counsel determined that the Settlement was fair and reasonable.

19. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have considered the risk and uncertainty of the outcome inherent in any litigation.

20. Plaintiff Shipley and PAGA Counsel contend that they have diligently pursued an investigation of the Aggrieved Employees' claims against Defendants through formal and informal discovery.

21. Based on their own independent investigations and evaluations, Plaintiff and his counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Plaintiff and the Aggrieved Employees, in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation and the remedial steps Defendants allege.

22. The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiff Shipley and the Aggrieved Employees have or may have against Defendants and the Releasees (as defined below) based on the factual allegations alleged in the Lawsuit.

23. Defendants deny, and continue to deny, each and every claim and contention alleged in the Lawsuit and have always maintained that Defendants never engaged in any unlawful acts regarding any of the matters alleged in the Lawsuit.

24. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either Defendants or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of any right to compel arbitration of any dispute with an Aggrieved Employee that is not the subject of the releases detailed in this Settlement.

25. The Parties agree that upon full execution of this Settlement, the matter is stayed in its entirety except for any filings and/or motion work necessary to attain Court approval of the Settlement. Should the Court not grant approval of the Motion For Approval of PAGA Representative Action Settlement, or of the Stipulation For Approval Of The PAGA Representative Action Settlement, the stay will be lifted five (5) business days thereafter and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

III. TERMS OF SETTLEMENT

26. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of himself and the Aggrieved Employees, agree to settle and compromise the Lawsuit and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

27. The Amount of the PAGA Settlement: As consideration for the settlement described herein and the release contained in this Settlement, Defendants agree to pay a total settlement amount of \$250,000.00 ("Settlement Payment"), which is due from Defendants within thirty (30) days after the Court's approval of this Settlement Agreement. The Settlement Payment will be allocated as follows:

- (a) \$7,500.00 to Plaintiff ARIN SHIPLEY, allocated for resolution of her individual claims and her execution of a general release (the "Enhancement Payment");
- (b) PAGA Counsel's attorney fees in the amount of \$100,000.00 subject Court Approval;
- (c) PAGA Counsel's request for cost reimbursements in the amount up to \$12,500.00.
- (d) Administrative costs, for an amount not exceeding \$4,000.00, to

distribute monies to Aggrieved Employees;

(e) the remainder of the Settlement Payment in the amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties to be allocated 75% to the LWDA and the remaining 25% to the Aggrieved Employees pursuant to Labor Code section 2699(i) as outlined below.

28. Allocation and Calculation of the PAGA Penalties: Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. The anticipated total PAGA Penalty Fund will be \$126,000.00. Seventy-Five percent (75%) of the PAGA Penalty Fund (\$94,500.00) will be paid to the LWDA as required by Labor Code section 2699(i). The remaining Twenty-Five percent (25%) of the PAGA Penalty Fund (\$31,500.00) will be distributed to Aggrieved Employees on a pro-rata basis based on the formula set forth below. Each Aggrieved Employee's pro-rata share of the PAGA Penalty Fund represents their Individual Settlement Payment.

(a) Individual Settlement Calculation. The Aggrieved Employees shall receive a pro rata share of the PAGA Penalty Fund allocated to Aggrieved Employees (\$31,500.00). Each Aggrieved Employee shall receive a pro rata value equal to the ratio of (a) the number of Eligible Pay Periods worked by that employee to (b) the total number of Eligible Pay Periods worked by all employees included in the Aggrieved Employee group. All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099.

(b) Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual Settlement Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the

Aggrieved Employees.

29. PAGA Counsel's Fees and Costs: As part of the request for approval of this Settlement, PAGA Counsel will request Court approval of forty percent (40%) of the Settlement Payment, which is \$100,000.00 in attorneys' fees. PAGA Counsel will request cost reimbursement in the amount up to \$12,500.00 for costs incurred by PAGA Counsel. If the Court approves a lesser amount for attorneys' fees and/or costs, the difference shall be allocated to the PAGA Penalty Fund and distributed pro rata accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims, including but not limited to securing Court approval of the settlement, appearing at hearings, making sure that the settlement is fairly and properly administered, appearing at any post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Defendant agrees not to oppose the PAGA Counsel Fees & Costs in the amounts listed herein, or in lesser amounts.

No Aggrieved Employee (including, but not limited to, Plaintiff) or Plaintiff's Counsel or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Amount in relation to the subject matter of this Agreement except as expressly provided herein.

30. Tax Treatment of Settlement Amounts: With regard to settlement payments to Aggrieved Employees and Plaintiff, IRS Form 1099 will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that she has obtained no tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is

interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

31. Release of All Claims:

(a) Release of All Claims by All Aggrieved Employees. Upon the approval by the Court and non-objection by the LWDA of this Settlement, each Aggrieved Employee (including Plaintiff Shipley), shall, for the Covered Period, fully release and forever discharge Defendants and their present and former parent companies, subsidiaries, divisions, related or affiliated companies, joint venturers, shareholders, officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendants (“Releasees”) from any and all PAGA penalty claims for the time period of May 11, 2019 through the Effective Date as defined herein. Except for Plaintiff Shipley, this Settlement shall not have any impact on any of the Aggrieved Employees’ individual non-PAGA claims.

(b) General Release of All Claims by Plaintiff Shipley. Except as otherwise provided herein, in exchange for the consideration described herein, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, “Plaintiff’s Releasors”), hereby covenants not to sue and fully and unconditionally forever releases and discharges Defendants and Defendants Releasees including their past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members, and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, clients, clients facilities, consultants, agents, attorneys, insurers, re-insurers, joint venturers, predecessors, assignors, and/or assigns from and against any and all

claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Plaintiff's Releasors now have, have had, or may hereafter have against Defendants and/or Defendants' Releasees arising out of the Parties' relationship, the cessation of this relationship, including but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, (v) rights arising out of alleged violations of any contracts, express or implied; (vi) any covenant of good faith and fair dealing, express or implied; (vii) any tort; (viii) any legal restrictions on Defendant's right to terminate employees; and (ix) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, Industrial Welfare Commission Wage Orders, California Business and Professions Code, §§ 17200 et seq., Genetic Information Nondiscrimination Act, Uniformed Services Employment and Reemployment Rights Act, Lilly Ledbetter Fair Pay Act of 2009, Equal Pay Act, as amended, 29 USC Section 206(d), Immigration Reform and Control Act, California Occupational Safety and Health Act, the California Constitution, and any other applicable state, federal, or local law which took place prior and up to and including the Effective Date. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiff Shipley in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress,

harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a) or 4553, violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred and by this Agreement and Plaintiff Shipley acknowledges his familiarity with California Civil Code § 1542, which is expressly waived by Plaintiff Shipley. California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

However, this release shall not apply to claims for workers' compensation benefits, except for any claim brought under Labor Code section 132a or 4553, or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this agreement. To the extent Plaintiff Shipley brings any claims under Labor Code section 132a or 4553, Plaintiff Shipley agrees he will not seek damages or remuneration arising from any such claims and releases Defendants and Releasees from any and all damages, injuries, or liabilities arising from any such claims.

V. APPROVAL STIPULATION

32. The Parties recognize that in accordance with Labor Code Section 2699(I) Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not

obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Instead, in order to comply with the requirements of Labor Code Section 2699(*I*), the Parties shall submit a joint stipulation, or if the Court rejects the joint stipulation, then a motion to the Court, identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the amount of PAGA penalties provided for in the Settlement (“Approval Stipulation”). The Settlement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court’s questions or concerns and resubmit the Approval Stipulation or motion. If, after the Parties are unable to obtain approval of the terms of the Settlement, or (b) the Court’s approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys’ fees and costs, Enhancement Payment, or administrative costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. ADMINISTERING THE SETTLEMENT

33. Subject to the Court approval of this Settlement, the Settlement Payment shall be paid as follows:

34. PAGA Counsel shall provide timely notice to the LWDA of the Settlement.

35. Defendants will fund the settlement administrator a total of \$250,000.00 (“Settlement Payment”), within thirty (30) days after the Court approves the Stipulation for Settlement of this PAGA action.

36. No later than fifteen (15) business days after the Effective Date, Defendant shall provide the settlement administrator a list of Aggrieved Employees (“Aggrieved Employee List”)

containing the (1) name; (2) last known home address and telephone number; (3) the Aggrieved Employee's social security number; and (4) the number of pay periods for each Aggrieved Employee during the Covered Period (or the start and termination dates for each Aggrieved Employee). The Aggrieved Employee List will also note whether each Aggrieved Employee is a current or former employee. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time. The settlement administrator will distribute the checks to the Aggrieved Employees, at a cost not exceeding \$4,000.00, which shall come exclusively from the Settlement Payment which reduces the available PAGA Penalty Fund.

37. Defendants expressly reserve the right to object to payment to any Aggrieved Employee who has separately settled or waived any Covered Claims.

38. Provided there is no objection by the LWDA as to any material term of the Settlement Agreement prior to Court Approval of this Settlement and within five business days after the Settlement has been fully funded as set forth above, the settlement administrator will cause payment to be delivered as follows: (a) \$7,500.00 to Plaintiff as an incentive award and in exchange for a general release; (b) PAGA Counsel for the total amount of PAGA Counsel Fees & Costs, as defined herein as follows: (1) \$100,000.00 paid to PAGA Counsel for attorneys' fees and (2) up to \$12,500.00 paid to PAGA Counsel for costs, or in amounts otherwise determined by the Court.

39. Within ten (10) calendar days after the Settlement has been fully funded as described in the paragraphs above, provided there is no objection by the LWDA as to any material term of the Settlement Agreement prior to Court Approval, the settlement administrator will cause payment of checks to the LWDA for penalties, and for all Aggrieved Employees in the Aggrieved Employee List as set forth above. Concurrently with sending each Aggrieved Employee their share of the Settlement Amount, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as Exhibit A) along with each Aggrieved Employee's check. The settlement administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all

undeliverable mail to the settlement administrator. For each returned check/notice that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employees by using an address refresher database.

40. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the settlement administrator will send the uncashed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

41. Promptly upon execution of this Settlement, the Parties shall jointly apply to the Court for an Order seeking Approval of the PAGA Representative Action Settlement via Stipulation. If the Court requires a motion, then Plaintiff shall file an unopposed Motion for Approval of PAGA Representative Action Settlement, which Defendants shall be provided a reasonable time to review and propose revisions thereto. In addition, Counsel for Plaintiff shall be responsible for providing timely notice of the settlement to the LWDA in accordance Labor Code section 2699(1)(2).

42. The motion for approval, and/or the stipulation for an order will request Court approval of the following:

- a. The amount of PAGA Penalties;
- b. Dismissal of the entire Lawsuit with prejudice; and
- c. Waiver of all rights to appeal; and
- d. The Enhancement Payment; and
- e. The PAGA Counsel Attorney fees and costs; and
- f. The Claim Administration costs.

43. In conjunction with the motion for approval, and/or the stipulation for an order, the Parties will submit a proposed order requesting approval of the items provided in paragraph 42 above.

VIII. PARTIES' AUTHORITY

44. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

45. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court.

X. NO PRIOR ASSIGNMENTS

46. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiff's Counsel), or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person, except as expressly stated in this Agreement.

XI. NO ADMISSION

47. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Releasees. Each of the Parties hereto has entered into this Settlement

with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, or that they have any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants or Releasees.

XII. NON-EVIDENTIARY USE

48. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Releasees in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XIII. NULLIFICATION

49. If (a) the LWDA objects or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs, or Plaintiff's enhancement fee), or (c) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Agreement, except for the amount of attorneys' fees and costs (and the Plaintiff's enhancement fee), shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Any stay previously agreed upon will be lifted five (5) days thereafter and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

50. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by him/her/it arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement.

XV. CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and all other Aggrieved Employees) and Defendants regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any arbitration, class action waiver or confidentiality agreement executed by Plaintiff or any Aggrieved Employee with Defendants, all of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVI. CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XVII. MODIFICATION

53. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XIVIII. MISCELLANEOUS

54. Except as otherwise expressly set forth in this Agreement, this Settlement contains the entire Agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's Released Claims, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement, or with respect to any such matters that would alter or change the terms of this Settlement. No representations, warranties, or inducements have been made to any party concerning this Settlement other than those expressly set forth or referred to herein.

55. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Settlement shall be binding on all Aggrieved Employees and the State of California who will be barred from relitigating the claims released in this Settlement.

56. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

57. This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

58. The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

59. The Los Angeles County Superior Court shall retain jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

60. This Settlement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual Settlement Payment.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

IN WITNESS THEREOFF, the Parties have executed this Settlement Agreement, and Plaintiff's Release on the dates set forth below.

APPROVED, AGREED, and ACCEPTED:

DATED: 04 / 20 / 2022



ARIN SHIPLEY, Plaintiff, individually and on
behalf of all other Aggrieved Employees

DATED: _____

ROBSAG, INC., a California corporation

DATED: _____

HAMILTON BOARD & CARE FACILITIES, a
California corporation

DATED: _____

KIMBERLY COMMODORE, an individual

DATED: _____

GAYELYNN DOE, an individual

APPROVED AS TO FORM ONLY:

DATED: 4/20/22

HAIG B. KAZANDJIAN LAWYERS, APC

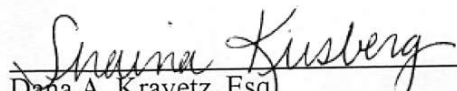
By: _____


Haig B. Kazandjian, Esq.
Attorney for Plaintiff, ARIN SHIPLEY,
individually and on behalf of all other
Aggrieved Employees

DATED: May 2, 2022

MICHELMAN & ROBINSON, LLP

By: _____


Dana A. Kravetz, Esq.
Lara A.H. Shortz, Esq.
Amanda K. Monroe, Esq.
Attorneys for Defendants ROBSAG, INC., a
California Corporation, HAMILTON BOARD
& CARE FACILITIES, a California
Corporation, KIMBERLY COMMODORE,
an individual, and GAYELYNN DOE, an
individual

KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement, and Plaintiff's Release on the dates set forth below.

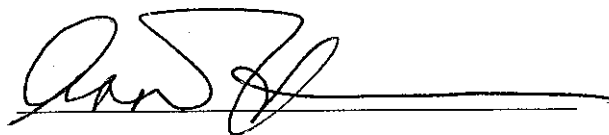
APPROVED, AGREED, and ACCEPTED:

DATED: _____

ARIN SHIPLEY, Plaintiff, individually and on behalf of all other Aggrieved Employees

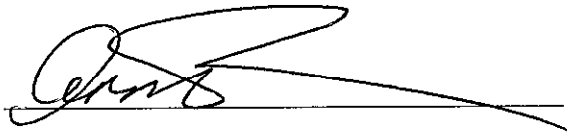
DATED: 4-18-22

ROBSAG, INC., a California corporation



DATED: 4-18-22

HAMILTON BOARD & CARE FACILITIES, a California corporation



DATED: 4-18-22

KIMBERLY COMMODORE, an individual



DATED: 4/18/22

GAYELYNN DOE, an individual



APPROVED AS TO FORM ONLY:

DATED: _____

HAIG B. KAZANDJIAN LAWYERS, APC