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CARE SERVICES, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

KEITH WILLIAMS, on behalf of himself and
all other similarly situated and aggrieved
employees,

Plaintiff,

v.

ST. JOSEPH HEALTH PERSONAL CARE
SERVICES, LLC., ST. JOSEPH PERSONAL
CARE SERVICES, LLC., and DOES 1 to 100,
inclusive,

Defendants.

Case No. 30-2020-01134268-CU-OE-CXC
Assigned to: Hon. William Claster
Dept. CX104

**STIPULATION AND SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
REPRESENTATIVE CLAIMS**

[Complaint Filed: February 25, 2020]
Trial Date: vacated

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1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Keith
2 Williams (“Plaintiff”) and Defendant St. Joseph Health Personal Care Services, LLC (“St.
3 Joseph”). The Agreement refers to Plaintiff and St. Joseph collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against
7 St. Joseph captioned Keith Williams v. St. Joseph Health Personal Care Services,
8 LLC initiated on February 25, 2020 and pending in Superior Court of the State of
9 California, County of Orange.

10 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed
11 to appoint to administer the Settlement.

12 1.3 “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and
14 expenses in accordance with the Administrator’s “not to exceed” bid submitted to
15 the Court in connection with approval of this Settlement.

16 1.4 “Aggrieved Employee” means a non-exempt constant care attendant employed by
17 St. Joseph in California during the PAGA Period.

18 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 St. Joseph’s possession including the Aggrieved Employee’s name, last-known
20 mailing address, Social Security number, and number of PAGA Pay Periods.

21 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation
22 and search for current Aggrieved Employee mailing addresses using all reasonably
23 available sources, methods and means including, but not limited to, the National
24 Change of Address database, skip traces, and direct contact by the Administrator
25 with Aggrieved Employees.

26 1.7 “Court” means the Superior Court of California, County of Orange.

27 1.8 “Defense Counsel” means Derek Havel, Matthew Tobias, and Tyler Johnson of
28 Sheppard, Mullin, Richter & Hampton LLP.

- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10 “Gross Settlement Amount” means \$275,000, which is the total amount St. Joseph agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Plaintiffs’ Individual Wage Settlements, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the court’s approval of the settlement.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “PAGA Counsel” means Janelle Carney of Janelle Carney Attorney At Law, APC, and Adam Rose and Manny Starr of Frontier Law Center, the attorneys representing the Plaintiff in the Action.
- 1.16 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.17 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for St. Joseph for at least one day during the PAGA Period.

- 1.18 “PAGA Period” means the period from February 25, 2019 to the date the Court grants approval of the settlement, or September 1, 2023, whichever occurs first.
- 1.19 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20 “PAGA Notice” means Plaintiff’s February 11, 2020 letter to St. Joseph and the LWDA and Plaintiff’s December 23, 2020 letter to St. Joseph and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21 “PAGA Penalties” means the Gross Settlement Amount, less the Plaintiffs’ Individual Wage Settlements and the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. PAGA Penalties will be distributed as follows: 25% will be paid to Aggrieved Employees as Individual PAGA Payments, and 75% will be paid as the LWDA PAGA Payment.
- 1.22 “Plaintiff” means Keith Williams, the named plaintiff in the Action.
- 1.23 “Plaintiffs’ Individual Wage Settlements” means the individual wage settlement paid to Plaintiff in the amount of \$8,000.00, as well as the individual wage settlements paid to plaintiffs in the related action of Miranda et al. v. St. Joseph Health Personal Care Services, LLC, Orange County Superior Court Case No. 30-2022-01270521-CU-OE-CXC: \$1,000.00 to Robert Rashad; \$3,000.00 to Claudia Morales-Alvarez; \$5,000 to Deborah Montle; and \$7,000 to Diana Homer. Each of the above named plaintiffs will execute a separate settlement agreement for the Individual Wage Settlement.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.26 “Released Parties” means: St. Joseph and its former, present and future agents, employees, servants, officers, directors, partners, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related

1 companies/corporations and/or partnerships, divisions, assigns, predecessors,
2 successors, insurers, consultants, service providers, joint venturers, joint employers,
3 co-employers, dual employers, alleged joint employers, alleged co-employers,
4 alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of
5 their respective past, present and future employees, directors, officers, agents,
6 attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

7 1.27 “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.28 “St. Joseph” means named Defendant St. Joseph Health Personal Care Services,
10 LLC.

11 **2. RECITALS.**

12 2.1 On February 25, 2020, Plaintiff commenced this Action by filing a Complaint
13 against St. Joseph alleging wage and hour violations. On September 8, 2020,
14 Plaintiff filed the First Amended Complaint. On January 13, 2021, Plaintiff filed
15 the Second Amended Complaint alleging failure to pay minimum wage or straight
16 time wages, failure to reimburse business expenses, failure to furnish itemized
17 wage statements, failure to pay all wages upon conclusion of employment, unfair
18 business practices, and PAGA penalties. The Second Amended Complaint is the
19 operative complaint in the Action (the “Operative Complaint.”). St. Joseph denies
20 the allegations in the Operative Complaint, denies any failure to comply with the
21 laws identified in in the Operative Complaint and denies any and all liability for the
22 causes of action alleged. On May 13, 2022, the Court denied Plaintiff’s motion for
23 class certification in its entirety. The court granted summary adjudication in favor
24 of St. Joseph on Plaintiff’s claims for failure to pay minimum wage or straight time
25 wages and failure to pay all wages upon conclusion of employment. The only
26 remaining claims are Plaintiff’s individual expense reimbursement and wage
27 statement claims and his PAGA claim.
28

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to St. Joseph and the LWDA by sending the PAGA Notice.

2.3 On March 16, 2023, the Parties participated in an all-day mediation with mediator David Phillips, which ultimately led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through formal discovery, St. Joseph's relevant wage and hour policies, and Aggrieved Employees' time and pay records during the PAGA period.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, St. Joseph promises to pay \$275,000 and no more as the Gross Settlement Amount. St. Joseph has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to St. Joseph.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third, which is currently estimated to be \$91,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$100,000. St. Joseph will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the remainder will be allocated to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any

other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds St. Joseph harmless, and indemnifies St. Joseph, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$9,915.00 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 \$9,915.00, the remainder will be allocated to the PAGA Penalties.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$49,418.33 to be paid from the Gross Settlement Amount, with 75% (at least \$37,063.75) allocated to the LWDA PAGA Payment and 25% (at least \$12,354.58) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (at least \$12,354.58) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

1 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, St.
2 Joseph estimates Aggrieved Employees worked a total of 77,685 PAGA Pay
3 Periods from February 25, 2019 through March 16, 2023.

4 4.2 Aggrieved Employee Data. Within 15 days, St. Joseph will simultaneously deliver
5 the Aggrieved Employee Data to the Administrator in the form of a Microsoft
6 Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
7 Administrator must maintain the Aggrieved Employee Data in confidence, use the
8 Aggrieved Employee Data only for purposes of this Settlement and for no other
9 purpose, and restrict access to the Aggrieved Employee Data to Administrator
10 employees who need access to the Aggrieved Employee Data to effect and perform
11 under this Agreement. St. Joseph has a continuing duty to immediately notify
12 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
13 identifying information and to provide corrected or updated Aggrieved Employee
14 Data as soon as reasonably feasible. Without any extension of the deadline by
15 which St. Joseph must send the Aggrieved Employee Data to the Administrator, the
16 Parties and their counsel will expeditiously use best efforts, in good faith, to
17 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved
18 Employee Data.

19 4.3 Funding of Gross Settlement Amount. St. Joseph shall fully fund the Gross
20 Settlement Amount by transmitting the funds to the Administrator no later than 14
21 days after the Effective Date.

22 4.4 Payments from the Gross Settlement Amount. Within 14 days after St. Joseph
23 funds the Gross Settlement Amount, the Administrator will mail checks for all
24 Individual PAGA Payments, the LWDA PAGA Payment, the Administration
25 Expenses Payment, and the PAGA Counsel Expenses Payment.

26 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
27 send them to the Aggrieved Employees via First Class U.S. Mail, postage
28 prepaid. The face of each check shall prominently state the date (not less

1 than 180 days after the date of mailing) when the check will be voided. The
2 Administrator will cancel all checks not cashed by the void date. Before
3 mailing any checks, the Settlement Administrator must update the
4 recipients' mailing addresses using the National Change of Address
5 Database.

6 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search
7 for all Aggrieved Employees whose checks are returned undelivered
8 without USPS forwarding address. Within 7 days of receiving a returned
9 check the Administrator must re-mail checks to the USPS forwarding
10 address provided or to an address ascertained through the Aggrieved
11 Employee Address Search. The Administrator need not take further steps to
12 deliver checks to Aggrieved Employees whose re-mailed checks are
13 returned as undelivered. The Administrator shall promptly send a
14 replacement check to any Aggrieved Employee whose original check was
15 lost or misplaced, requested by the Aggrieved Employee prior to the void
16 date.

17 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
18 uncashed and cancelled after the void date, the Administrator shall transmit
19 the funds represented by such checks to the California Controller's
20 Unclaimed Property Fund in the name of the Aggrieved Employee.

21 4.4.4 The payment of Individual PAGA Payments shall not obligate St. Joseph to
22 confer any additional benefits or make any additional payments to the
23 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
24 those specified in this Agreement.

25 **5. RELEASES OF CLAIMS.** Effective on the date when St. Joseph fully funds the entire
26 Gross Settlement Amount Plaintiff will release claims against all Released Parties as
27 follows:
28

1 5.1 Plaintiff's Release. Plaintiff and his heirs, administrators, successors, and assigns
2 fully and finally releases the Released Parties from any and all claims, known and
3 unknown, under federal, state and/or local law, statute, ordinance, regulation,
4 common law, or other source of law, including but not limited to claims arising
5 from or related to his employment with Defendant and his compensation while an
6 employee of Defendant. Plaintiff's Released Claims include, but are not limited to,
7 all claims arising from or related to the Action. Plaintiff's Released Claims include
8 all claims for unpaid wages, including, but not limited to, failure to pay minimum
9 wages, straight time compensation, overtime compensation, double-time
10 compensation, and interest; the calculation of the regular rate of pay, including
11 failure to pay premiums at the regular rate of compensation; reimbursement for all
12 necessary business expenses; payment for all hours worked, including off-the-clock
13 work; wage statements; deductions; failure to keep accurate records; unfair
14 business practices; penalties, including, but not limited to, civil penalties, statutory
15 penalties, recordkeeping penalties, wage statement penalties, minimum-wage
16 penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's
17 Released Claims include all claims arising under the California Labor Code
18 (including, but not limited to, sections 90.5, 201, 202, 203, 204, 213, 218.5, , 226,
19 226.3, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
20 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); all claims arising under:
21 the Wage Orders of the California Industrial Welfare Commission; the California
22 Private Attorneys General Act of 2004 ("PAGA"); California Business and
23 Professions Code section 17200, et seq.; the California Civil Code, to include but
24 not limited to, sections 3287, 3336 and 3294; California Code of Civil Procedure §
25 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, et seq.;
26 federal common law; Plaintiff's Released Claims also include all claims for lost
27 wages and benefits, emotional distress, retaliation, punitive damages, and
28 attorneys' fees and costs arising under federal, state, or local laws for

discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees and their heirs, executors, administrators, attorneys, agents and assigns, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq. pled in the Operative Complaint in the Action, or that could have been brought based on the factual allegations that are pled in the Operative Complaint in the Action, that arose during the PAGA Period, including but not limited to alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 558, 1194, 1194.2, 1197, 1197.1, 2802, including any related claims for attorneys' fees, costs, or interest resulting therefrom ("Released Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor

Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) an estimate from the Administrator attaching its “not to exceed” bid for administering the Settlement and its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action other than the Miranda Action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement, such that it is filed and scheduled to be heard in advance of the Court’s OSC re Dismissal set for August 29, 2023, if the court’s calendar permits, and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Order approving the settlement to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of

1 this Settlement or conditions its approval on any material change to this
2 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
3 on behalf of the Parties by meeting in person or by telephone, and in good faith, to
4 modify the Agreement and otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
7 serve as the Administrator and verified that, as a condition of appointment, ILYM
8 Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all
9 duties specified in this Agreement in exchange for payment of Administration
10 Expenses. The Parties and their Counsel represent that they have no interest or
11 relationship, financial or otherwise, with the Administrator other than a professional
12 relationship arising out of prior experiences administering settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax
15 withholdings and providing reports to state and federal tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
18 Regulation section 468B-1.

19 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
20 to be performed or observed by the Administrator contained in this Agreement or
21 otherwise.

22 **8. ESCALATOR CLAUSE**

23 St. Joseph understands and believes there are approximately 77,685 pay periods from
24 February 25, 2019 through March 16, 2023. If it is determined that the actual number of
25 pay periods through March 16, 2023 exceeds 77,685 by more than ten percent (10%) (i.e.,
26 exceeds 85,453.5), then, St. Joseph shall increase the GSA by the percentage difference
27 between the actual number of pay periods and the ten percent (10%) increase (85,453.5).
28

1 Alternatively, St. Joseph may choose to cut off the PAGA Period on the date on which the
2 pay period total reached 85,453.5.

3 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
4 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
5 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
6 settlement administration matters, and (iii) addressing such post-Judgment matters as are
7 permitted by law.

8 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the PAGA Counsel Fees
10 Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their
11 respective counsel waive all rights to appeal from the Judgment, including all rights
12 to post-judgment and appellate proceedings, the right to file motions to vacate
13 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
14 appeal does not include any waiver of the right to oppose such motions, writs or
15 appeals. If another party appeals the Judgment, the Parties' obligations to perform
16 under this Agreement will be suspended until such time as the appeal is finally
17 resolved and the Judgment becomes final, except as to matters that do not affect the
18 amount of the PAGA Penalties..

19 **10. ADDITIONAL PROVISIONS.**

20 10.1 No Admission of Liability or Representative Manageability for Other Purposes.
21 This Agreement represents a compromise and settlement of highly disputed claims.
22 Nothing in this Agreement is intended or should be construed as an admission by
23 St. Joseph that any of the allegations in the Operative Complaint have merit or that
24 St. Joseph has any liability for any claims asserted; nor should it be intended or
25 construed as an admission by Plaintiff that St. Joseph's defenses in the Action have
26 merit. The Parties agree that representative treatment is for purposes of this
27 Settlement only. If, for any reason the Court does not approve this Settlement, St.
28 Joseph reserves all available defenses to the claims in the Action, and Plaintiff

1 reserves the right to contest St. Joseph's defenses. The Settlement, this Agreement
2 and the Parties' willingness to settle the Action will have no bearing on, and will
3 not be admissible in connection with, any litigation (except for proceedings to
4 enforce or effectuate the Settlement and this Agreement).

5 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
6 Agreement together with its attached exhibits shall constitute the entire agreement
7 between the Parties relating to the Settlement, superseding any and all oral
8 representations, warranties, covenants, or inducements made to or by any Party.

9 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
10 and represent that they are authorized by Plaintiff and St. Joseph, respectively, to
11 take all appropriate action required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms, and to execute any other
13 documents reasonably required to effectuate the terms of this Agreement including
14 any amendments to this Agreement.

15 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things,
17 modifying the Settlement Agreement, submitting supplemental evidence and
18 supplementing points and authorities as requested by the Court. In the event the
19 Parties are unable to agree upon the form or content of any document necessary to
20 implement the Settlement, or on any modification of the Agreement that may
21 become necessary to implement the Settlement, the Parties will seek the assistance
22 of a mediator and/or the Court for resolution.

23 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity and portion of any liability, claim,
26 demand, action, cause of action, or right released and discharged by the Party in this
27 Settlement.

- 1 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, St. Joseph nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 5 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.
- 8 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.
- 10 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California,
12 without regard to conflict of law principles.
- 13 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any
15 Party on the basis that the Party was the drafter or participated in the drafting.
- 16 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of
18 information shall survive the execution of this Agreement.
- 19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the
21 PAGA Data provided to PAGA Counsel by St. Joseph in connection with the
22 mediation, other settlement negotiations, or in connection with the Settlement, may
23 be used only with respect to this Settlement, and no other purpose, and may not be
24 used in any way that violates any existing contractual agreement, statute, or rule of
25 court. Not later than 90 days after the Administrator discharges its obligation to
26 pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic
27 versions of Aggrieved Employee Data received from St. Joseph unless, prior to the
28 Administrator's payment of all Settlement Funds, St. Joseph makes a written

request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Adam M. Rose (210880)
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To St. Joseph:

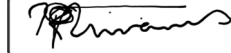
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10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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Keith Williams

For Plaintiff For St. Joseph

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For Plaintiff Jennifer Rieker Sr. Labor & Employment Counsel For St. Joseph

Counsel For Plaintiff

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Counsel For St. Joseph

7/5/2023