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ISAMAR JUAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

ISAMAR JUAREZ, an individual, on
behalf of herself and all others similarly
situated ,

Plaintiff,

v.

AMADA SENIOR CARE, INC., a
California corporation; AMADA OC, Inc.,
a California corporation; and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 20STCV21198
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable David S. Cunningham III, Dept. 11*

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: May 29, 2020
FAC Filed: August 4, 2020
Trial Date: None

1 This Joint Stipulation of Settlement of PAGA Action is made by and between the
2 Plaintiff, ISAMAR JUAREZ (“Plaintiff”), on her own behalf and on behalf of all members of
3 the PAGA Group, as defined below, on the one hand, and AMADA SENIOR CARE, INC. and
4 AMADA OC, Inc. (“Defendants”) on the other hand (collectively the “Parties”), in the lawsuit
5 entitled *Isamar Juarez v. Amada Senior Care, Inc., et al* filed in the Superior Court of the State
6 of California, County of Los Angeles, Case No. 20STCV21198. This Joint Stipulation of
7 Settlement of PAGA Action resolves all claims that were asserted or could have been asserted
8 against Defendants arising out of the facts alleged in the Action (as defined below).

9 **I. DEFINITIONS**

10 **A. Action.** The term “Action” as used herein means the action entitled *Isamar*
11 *Juarez v. Amada Senior Care, Inc., et al* filed in the Superior Court of the State of California,
12 County of Los Angeles, Case No. 20STCV21198

13 **B. Administrative Costs.** All administrative costs of settlement, including cost of
14 notice to the PAGA Group, administration, and any fees and costs incurred or charged by the
15 Settlement Administrator in connection with the execution of its duties under this Joint
16 Stipulation of Settlement of PAGA Action.

17 **C. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
18 synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action for purposes
19 of resolution.

20 **D. Court.** The term “Court” as used herein means the Superior Court of the State
21 of California for the County of Los Angeles.

22 **E. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
23 mean the date of the PAGA Settlement Approval Hearing or the date the Court enters an order
24 granting approval of this Settlement, whichever is later.

25 **F. Defendants.** The term “Defendants” as used herein means: AMADA SENIOR
26 CARE, INC. and AMADA OC, Inc.

27 **G. Defense Counsel.** The term “Defense Counsel” as used herein means: Fisher &
28 Phillips LLP who are counsel for and acting on behalf of Defendants.

1 **H. Effective Date.** The term “Effective Date” means the date this Agreement shall
2 be effective, upon the later of the following dates: (i) if an appeal of the Approval is filed, the
3 date the Court of Appeal or the California Supreme Court has rendered a final ruling affirming
4 the Approval without material modification; or (ii) the date that the deadline for seeking
5 appellate review of the Approval has passed without the filing of a timely appeal or timely
6 request for review. The Effective Date shall only apply if the Court has approved the Agreement.

7 **I. LWDA.** The term “LWDA” means the Labor Workforce Development Agency.

8 **J. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-
9 five percent (75%) of the Net Settlement Amount which will be distributed to the LWDA in
10 accordance with California Labor Code section 2699(i).

11 **K. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
12 means the Settlement Amount minus any award of the Individual Claim Payment, attorneys’
13 fees and litigation costs and Administrative Costs.

14 **L. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
15 payments made to the PAGA Group.

16 **M. Notice of Resolution.** The Notice of PAGA Resolution is the document attached
17 hereto as Exhibit “A.”

18 **N. PAGA Group or Aggrieved Employee(s).** The PAGA Group is defined as: All
19 persons within the State of California who are or were employed by Defendants as hourly or
20 non-exempt caretakers, personal attendants, home care aides or other similar positions in the
21 State of California at any time within the PAGA Period.

22 **O. PAGA Group Portion.** The PAGA Group Portion shall mean the remaining
23 twenty-five percent (25%) of the Net Settlement Amount designated to the PAGA Group. The
24 PAGA Group Portion will be distributed to the PAGA Group on a *pro rata* basis based on his
25 or her number of pay periods during the PAGA Period.

26 **P. PAGA List.** A list of the Aggrieved Employees including: (1) name; (2) last
27 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
28 period (and any other employment information that may be necessary to calculate each PAGA

Group Members' Net Settlement Payment); and (4) social security number.

Q. PAGA Period. The term "PAGA Period" or "Settlement Period" shall refer to the time period from May 31, 2019 to Approval.

R. Plaintiff. The term "Plaintiff" as used herein means ISAMAR JUAREZ. The term Plaintiff shall be used synonymously with the term "PAGA Representative".

S. Plaintiff's Counsel. The term "Plaintiff's Counsel" as used herein means: REMEDY LAW GROUP LLP, who are counsel for and acting on behalf of Plaintiff.

T. "Plaintiff's Individual Claim Payment" means the amount to be paid to Plaintiff in consideration for her general release of all claims, as set forth below. Plaintiff's Individual Claim Payment shall be in addition to the amount payable to Plaintiff as the Individual Settlement Payments to Aggrieved Employees. Plaintiff's Individual Claim Payment shall not exceed \$5,000 and shall come exclusively from the Settlement Amount and not in addition to the Settlement Amount. Plaintiff will receive an IRS Form 1099 from the Settlement Administrator and will be solely responsible for reporting and paying all applicable federal, state and local tax. Defendant will not object to or otherwise oppose requests consistent with this paragraph.

U. Settlement Administrator. The term "Settlement Administrator" as used herein means Phoenix Settlement Administrators, which will be responsible for the administration of the Settlement Payment, as defined below, and all related matters.

V. Settlement Agreement. The terms "Settlement Agreement" or "Agreement" are used synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action.

W. Settlement Amount. The terms "Settlement Amount" and "Gross Settlement Fund" as used herein mean a fund in the sum of One Hundred Seventy Five Thousand Six Hundred Eighty Dollars and Zero Cents (\$175,680.00) which shall be paid by Defendants, and from which all Net Settlement Payments, Court approved attorneys' fees and litigation costs pursuant to Section X, Plaintiff's Individual Claim Payment, Administrative Costs pursuant to Section VI, and distribution to the LWDA pursuant to Section VIII(C) shall be paid, except as provided herein.

1 **II. BACKGROUND**

2 **A.** On May 26, 2020, Plaintiff submitted electronic notice to the LWDA alleging
3 violations of wage and hour laws including failure to pay all wages due, failure to pay minimum
4 wages, failure to pay all overtime wages, failure to provide meal breaks, failure to provide rest
5 breaks, failure to maintain required records, failure to provide accurate wage statements, failure
6 to reimburse reasonable and necessary business expenses, and failure to timely pay final wages.

7 **B.** On August 04, 2020, Plaintiff filed a First Amended Complaint, for the first-time
8 alleging claims under the California's Private Attorneys General Act ("PAGA") Action, as well
9 as the previously pled various class wage and hour claims for Plaintiff's first through eighth and
10 ninth causes of action. The operative complaint includes a cause of action for penalties pursuant
11 to Labor Code § 2699(f) for alleged violations and penalties under Labor Code §§2699(f), 201,
12 202, 203, 203.1, 222.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, and 2802, 2810.5 as well
13 as the applicable IWC Wage Orders. More specifically, Plaintiff alleged a failure to pay all wages
14 due, failure to pay minimum wages, failure to pay all overtime wages, failure to provide meal
15 breaks, failure to provide rest breaks, failure to maintain required records, failure to provide
16 accurate wage statements, failure to reimburse reasonable and necessary business expenses, and
17 failure to timely pay final wages.

18 **C.** On August 28, 2020, the Parties filed two separate joint stipulations to
19 individually arbitrate all of Plaintiff's non-PAGA claims pursuant to an arbitration agreement
20 Plaintiff executed as part of her employment. Accordingly, Plaintiff agreed to dismiss her class
21 claims and arbitrate her individual wage and hour claims along with her claims of disability
22 discrimination; discrimination predicated on the California Family Rights Act; failure to provide
23 a reasonable accommodation; failure to engage in the interactive process; failure to prevent
24 discrimination; retaliation; wrongful termination; and intentional infliction of emotional
25 distress. Plaintiff's PAGA claims were stayed pending Arbitration.

26 **D.** On or about March 27, 2023, The Court lifted the stay on the Action.

27 **E.** Counsel for the Parties met and conferred with respect to the potential settlement
28 of the action. Pursuant to these discussions, the Parties agreed to exchange informal PAGA data

1 and engage in private mediation. The Parties subsequently exchanged informal PAGA class
2 information and a sampling of pay records and time records for PAGA members.

3 **F.** Defendants and Plaintiff's Counsel have engaged in good faith, arms-length
4 negotiations. On July 19, 2023, the Parties participated in a mediation before mediator Henry
5 Bongiovi. The Parties reached a resolution of this matter, subject to the Approval of the Court,
6 and finalization of a formal Joint Stipulation of Settlement of PAGA Action. The Parties have
7 now entered into a more detailed, formalized Settlement Agreement for submission to the Court
8 for Approval.

9 **G.** Plaintiff's Counsel has conducted an investigation of the law and facts (including
10 by reviewing applicable records and sampling provide by Defendants) relating to the claims
11 asserted in the Action and has concluded, taking into account the sharply contested issues
12 involved, the expense and time necessary to pursue the Action through trial and any appeals, the
13 risks and costs of further prosecution of the Action, the risk of an adverse outcome, the
14 uncertainties of complex litigation, and the substantial benefits to be received by the Named
15 Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a settlement
16 with Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and
17 in the best interests of the PAGA Group. Plaintiff, on her own behalf and as representatives
18 pursuant to PAGA, has agreed to settle the Action with Defendants on the terms set forth herein.

19 **H.** Defendants have concluded that, because of the substantial expense of defending
20 against the Action, the length of time necessary to resolve the issues presented herein, the
21 inconvenience involved, and the concomitant disruption to their business operations, it is in its
22 best interests to accept the terms of this Agreement. Defendants deny each of the allegations and
23 claims asserted against it in the Action. However, Defendants nevertheless desires to settle the
24 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
25 and for the purpose of putting to rest the controversies engendered by the Action.

26 **I.** This Agreement is intended to and does effectuate the full, final and complete
27 resolution of all allegations and claims that were asserted, or could have been asserted, in the
28 Action by Plaintiff.

1 **III. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of this Action. The
3 Action includes claims that, while Defendants deny them in their entirety, would, if proven,
4 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
5 Approval of the resolution, pursuant to *Code of Civil Procedure* §664.6, the Court shall retain
6 jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing
7 this Agreement consistent with the terms set forth herein, and the Parties and their counsel
8 submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing
9 this Agreement and all orders and judgments entered in connection therewith.

10 **IV. STATEMENT OF NO ADMISSION**

11 **A.** Defendants deny liability to Plaintiff and to the PAGA Group upon any claim or
12 cause of action. This Agreement does not constitute, and is not intended to constitute, an
13 admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims
14 made against it in the Action.

15 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
16 any statements, discussions or communications, nor any materials prepared, exchanged, issued
17 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
18 to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
19 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
20 or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
21 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
22 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
23 case or any other judicial, arbitral, administrative, investigative or other forum or proceeding,
24 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
25 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
26 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
27 the Court that has as its purpose the interpretation, implementation, or enforcement of this
28 Agreement or any orders or judgments of the Court entered in connection with the resolution.

1 C. None of the documents produced or created by Plaintiff or the PAGA Group in
2 connection with the claims procedures or claims resolution procedures constitute, and they are
3 not intended to constitute, an admission by Defendants of any violation of any federal, state, or
4 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
5 or in equity.

6 D. Nothing in this Agreement will be construed as an admission or
7 acknowledgement of any kind that any group should or would be given collective treatment in
8 the Action or in any other action or proceeding. Further, neither this Agreement nor the Court's
9 actions with regard to this Agreement will be admissible in any court or other tribunal regarding
10 the propriety of collective treatment. In the event that this Agreement is not approved by the
11 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will
12 not be deemed to have waived, limited or affected in any way any claims, rights or remedies in
13 the Action, and Defendants will not be deemed to have waived, limited, or affected in any way
14 any of their objections or defenses in the Action.

15 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

16 **A. Release as to PAGA Claims.**

17 Upon Approval by the Court of this Settlement and Defendants' full funding of the
18 Settlement Amount, Plaintiff, as a representative of the State of California, the PAGA Group,
19 and the State of California will release any and all claims and causes of action, known or
20 unknown, contingent or accrued, against Defendants, Defendants' parents, subsidiaries, officers,
21 directors, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents
22 thereof (collectively "Released Parties"), arising out of the facts and claims asserted in the
23 Action for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698
24 based upon the facts alleged, for violations of the California Labor Code governing: meal and
25 rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time
26 wages, and all theories for or related to nonpayment of such wages and/or payment of such
27 wages at the incorrect rate(s) of pay; wage statement violations and/or failure to maintain
28 accurate records; failure to timely pay wages during employment; separation pay violations; and

any other penalties which could be asserted based on the allegations alleged against Defendants in Plaintiff's LWDA letter and the Action, including but not limited to Labor Code §§ 201, 202, 203, 203.1, 204, 210, 221, 225.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2802, 2810.5, and the IWC Wage Orders.

B. Additional General Release of Claims by Isamar Juarez.

Upon Court approval of the Settlement, dismissal of the Action with prejudice, and subject to Defendants' full payment of the PAGA Gross Settlement Amount, in addition to the release given by each Aggrieved Employee, Plaintiff shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the released PAGA claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; the Family and Medical Leave Act; the California Family Rights Act; the Sarbanes-Oxley Act of 2002; the Occupational Safety and Health Act; the Families First Coronavirus Response Act; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff shall be deemed to have expressly waived

1 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he
2 may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides
3 as follows:

4 **A general release does not extend to claims that the creditor or releasing**
5 **party does not know or suspect to exist in his or her favor at the time of**
6 **executing the release and that, if known by him or her, would have materially**
7 **affected his or her settlement with the debtor or released party.**

8 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as
9 a release of all future claims that may arise from Plaintiff's employment or separation from
10 employment with Defendants, or any other matters that existed between Plaintiff and the
11 Released Parties up to the date of this Agreement, whether such claims are currently known or
12 unknown, and that Plaintiff intentionally waives any rights she may have under the provisions of
13 Section 1542, as well as under any other statutes or common law principles of similar effect in
14 the State of California or in any other state.

15 **C. Publicity.**

16 The Plaintiff agrees that she has not and will not publish the Settlement. By way of this
17 settlement, Plaintiff directs her counsel not to issue any press releases or press statements
18 regarding the Settlement, identify Defendants or Defense Counsel by name in any media
19 including Plaintiff's Counsels' website, or have any communications with the press or media
20 about the Action or the Settlement. However, nothing in the provision shall be construed from
21 as preventing the Parties from taking following actions: (a) Plaintiff's counsel shall be allowed
22 to refer to the Action and Settlement in other litigations to support their adequacy as attorneys
23 for a putative class or PAGA group or to justify an award of attorneys' fees; (b) the Parties shall
24 have the right to disclose the Resolution as may be required under federal or state tax and/or
25 securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have
26 the right to disclose the Settlement to third parties without identifying the case name, case
27 number, or names of any of the Parties or Released Parties; (d) the Parties may refer to the
28 Resolution, describe its terms, and file the settlement agreement with the Court, the LWDA, and

1 the Settlement Administrator in connection with any proceedings which are reasonably
2 necessary to obtain Approval of the Settlement; and (e) the Parties or their representatives may
3 communicate with accountants or legal advisors regarding the Settlement. Except for the
4 previously listed exceptions, in response to any inquiries about the Action, the Parties may state
5 that “the matter has been resolved.”

6 **VI. SETTLEMENT ADMINISTRATOR**

7 Plaintiff and Defendants have selected Phoenix Settlement Administrators as the
8 Settlement Administrator to administer the Settlement, which includes but is not limited to
9 distributing and responding to inquiries about the Notice of PAGA Resolution and calculating
10 all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement
11 Administrator, estimated to be Nine Thousand Dollars (\$9,000.00), will be paid from the
12 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
13 allocated Nine Thousand Dollars (\$9,000.00) will come from the Settlement Amount. If the
14 actual Settlement Administrator fees are less than the Parties’ estimation, the difference between
15 the actual and estimated Settlement Administrator fees will be included in the Net Settlement
16 Amount.

17 **VII. NOTICE**

18 **A.** Plaintiff and Defendants, through their respective attorneys, have jointly prepared
19 a Notice of PAGA Resolution, in the form attached hereto as “**Exhibit A**” which in substance
20 will be provided to the members of the PAGA Group as follows:

21 (1) As soon as practicable following Approval of the Settlement, but no later
22 than fifteen (15) calendar days after the Effective Date, Defendants will provide to the Settlement
23 Administrator the PAGA List.

24 (2) The Settlement Administrator shall run all the addresses provided through
25 the United States Postal Service NCOA database (which provides updated addresses for any
26 individual who has moved in the previous four years who has notified the U.S. Postal Service of
27 a forwarding address) to obtain current address information.

28 (3) Within twenty-one (21) calendar days after the Settlement Administrator’s

1 receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution
2 together with a settlement payment to all PAGA Group members by first-class United States
3 mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all
4 undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and
5 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
6 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-
7 mail the Notice of PAGA Resolution and settlement check no later than ten (10) calendar days
8 following receipt of the undeliverable Notice of PAGA Resolution.

9 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

10 **A. Distribution Formula.**

11 (1) Members of the PAGA Group will receive a lump sum payment in an
12 amount determined by the Settlement Administrator in accordance with the provisions of this
13 Agreement.

14 (2) The lump sum payment to each member of the PAGA Group will be
15 determined by dividing the Net Settlement Amount by the total number of pay periods worked
16 by all members of the PAGA Group during the Settlement Period (the “Pay Period Amount”)
17 and then multiplying the Pay Period Amount by the number of pay periods worked by the
18 individual PAGA member.

19 **B. Funding of Resolution.**

20 (1) The funding of the Settlement Amount will be completed at one time with
21 funds provided to and escrowed by the Settlement Administrator. The funds used for the
22 Settlement Amount shall be paid to the Settlement Administrator by Defendants within thirty
23 (30) calendar days of the Effective Date.

24 (2) If a PAGA Group member is deceased at the time of distribution, the
25 Settlement Administrator shall distribute the deceased PAGA Group member’s Net Settlement
26 Payment to the deceased PAGA Group member’s legal heir(s). In the event of a dispute as to
27 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA
28 Group member’s estate and attempt to place the deceased PAGA Group member’s payment in

1 escrow or similar disposition such that any competing heirs may take whatever action they wish
2 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
3 hereto may disclaim any further interest in or obligation in relation to such money.

4 (3) If a check is returned to the Settlement Administrator as undeliverable,
5 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
6 performing a skip trace search and, if another address is identified, shall mail the check to the
7 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
8 address through this process, the monies represented by the check shall be turned over according
9 to the below procedures.

10 (4) Settlement checks will specifically indicate that they are void if not
11 negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that
12 remain uncashed one hundred eighty (180) or more calendar days after issuance by the
13 Settlement Administrator shall be voided. The Settlement Administrator will remit the entire
14 amount of each PAGA Group member's uncashed Net Settlement Payment to the California
15 State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group
16 member to whom the uncashed Net Settlement Payment was drafted.

17 **C. Time for Distribution of the Attorneys' Fees, Individual Claim Payment,**
18 **Costs and LWDA Payment.**

19 The Settlement Administrator shall cause the Court approved attorneys' fees, Individual
20 Claim Payment, litigation costs and LWDA Payment to be paid at the same time and manner as
21 the Settlement Payments to the PAGA Group.

22 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

23 The amounts paid under this Agreement do not represent a modification of any
24 previously credited hours of service under any employee benefit plan, policy or bonus program
25 sponsored by Defendants. Such amounts will not form the basis for additional contributions to,
26 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
27 sponsored by Defendants, policies or bonus programs. Any payments made under the terms of
28 this Settlement shall not be applied retroactively, currently or on a going forward basis as salary,

1 earnings, wages, or any other form of compensation for the purposes of Defendants' benefit
2 plan, policy or bonus program. Defendants retains the right to modify the language of its benefit
3 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
4 pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any
5 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
6 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
7 benefits are not required by this Settlement.

8 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

9 Defendants shall not oppose Plaintiff's Counsel's request for attorneys' fees up to, but
10 not more than, Fifty Eight Thousand Five Hundred Sixty Dollars and Zero Cents (\$58,560.00),
11 which represents 33 1/3% of the Settlement Amount for all past and future attorneys' fees
12 necessary to prosecute, settle, and administer the Action and this Settlement. Defendants shall
13 not oppose Plaintiff's Counsel's request to receive costs up to, but not more than, One Thousand
14 Nine Hundred Eighty Dollars and Ninety Three Cents (\$1,980.93), which represents all past and
15 future litigation costs and expenses necessary to prosecute, settle and administer the Action and
16 this Settlement. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the
17 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
18 Settlement Amount. This amount shall include all attorneys' fees and litigation costs and
19 expenses for which Plaintiff's and Plaintiff's Counsel could claim under any legal theory
20 whatsoever. Should the Court approve a lesser percentage or amount of fees and/or litigation
21 costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or
22 portions shall revert to the Net Settlement Amount.

23 **XI. TAXATION AND ALLOCATION**

24 **A.** For withholding tax characterization purposes and payment of taxes, the Net
25 Settlement Amount shall be deemed and is allocated by the Parties as follows: 100% as
26 penalties.
27
28

1 **B.** All PAGA Group members who cash their settlement check may receive an IRS
2 Form 1099 for their portion of the settlement, if deemed required by the Settlement
3 Administrator (in compliance with IRS guidelines).

4 Nothing in this Settlement is intended to constitute legal advice regarding federal, state,
5 and/or local tax obligations. The Parties, Defense Counsel and Plaintiff's Counsel make no
6 representations as to the tax treatment or legal effect of the payments called for hereunder, and
7 Aggrieved Employees are not relying on any statement or representation by the Parties,
8 Plaintiff's Counsel or Defense Counsel in this regard. Aggrieved Employees understand and
9 agree that they will be responsible for the payment of any employee taxes and penalties assessed
10 on the payment described herein and will hold the Parties, Plaintiff's Counsel and Defense
11 Counsel free and harmless from and against any claims, liabilities, costs and expenses, including
12 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant
13 to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to
14 contain or constitute advice regarding any state or federal tax issue, such advice is not intended
15 or written to be used, and cannot be used, by any person for the purpose of avoiding penalties
16 under the Internal Revenue Code. Neither the Parties, Plaintiff's Counsel nor Defense Counsel
17 are responsible for any Aggrieved Employee's tax obligations regarding the allocation of the
18 settlement payments.

19 **XII. COURT APPROVAL**

20 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff
21 and Defendants agree to take all steps as may be reasonably necessary to secure Approval of the
22 Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take
23 any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

24 **XIII. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR**

25 The Settlement Administrator shall keep Plaintiff's Counsel and Defense Counsel
26 apprised of all distributions from the Settlement Amount. Upon completion of administration of
27 the Settlement, the Settlement Administrator shall provide written certification of such
28 completion to Plaintiff's Counsel and Defense Counsel. The Settlement Administrator shall also

1 provide Defense Counsel with a final accounting, including the names of payees and Net
2 Settlement Payments.

3 **XIV. MISCELLANEOUS PROVISIONS**

4 **A. Stay of Action.**

5 Named Plaintiff and Defendants agree to the stay of all discovery in the Action, pending
6 Approval of the Resolution by the Court.

7 **B. Interpretation of This Agreement.**

8 (1) This Agreement constitutes the entire agreement between Plaintiff and
9 Defendants. Except as expressly provided herein, this Agreement has not been executed in
10 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
11 written representations or terms shall modify, vary or contradict its terms. In entering into this
12 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
13 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
14 enforced under the laws of the State of California, both in its procedural and substantive aspects,
15 without regard to its conflict of laws provisions. Any claim arising out of or relating to this
16 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
17 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendants
18 hereby consent to the personal jurisdiction of the Court over them solely in connection
19 therewith. The foregoing is only limited to disputes concerning this Agreement and in no way
20 limits or negates the enforceability and effect of the underlying arbitration agreements signed
21 by employees of Defendants, specifically including but not limited to Plaintiff, obligating them
22 to arbitrate any and all claims on an individual (and not on a class, collective, or representative)
23 basis.

24 (2) Plaintiff, on her own behalf and on behalf of the PAGA Group, and
25 Defendants participated in the negotiation and drafting of this Agreement and had available to
26 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants
27 may claim that any ambiguity in this Agreement should be construed against the other.

28 (3) The terms and conditions of this Agreement constitute the exclusive and

1 final understanding and expression of all agreements between Plaintiff and Defendants with
2 respect to the settlement of the Action. This Agreement may be modified only by a writing
3 signed by counsel for all Parties or their successors-in-interest.

4 **C. Further Cooperation.**

5 Plaintiff and Defendants and their respective counsel shall proceed diligently to prepare
6 and execute all documents, to seek Approval from the Court, and to do all things reasonably
7 necessary or convenient to consummate this Agreement as expeditiously as possible.

8 **D. Confidentiality of Documents.**

9 Plaintiff, and the Settlement Administrator, shall maintain the confidentiality of all
10 documents, deposition transcripts, declarations and other information obtained in the lawsuit,
11 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
12 subpoena.

13 **E. Counterparts.**

14 This Agreement may be executed in one or more actual or non-original counterparts, all
15 of which will be considered one and the same instrument and all of which will be considered
16 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
17 electronic or facsimile signature is deemed valid and binding, and triggers all rights and
18 obligations under this Agreement.

19 **F. Authority.**

20 Each individual signing below warrants that he or she has or they have the authority to
21 execute this Agreement on behalf of the party for whom or which that individual signs.

22 **G. No Third-Party Beneficiaries.**

23 Named Plaintiff, members of the PAGA Group, Defendants and Released Parties are
24 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

25 **H. Force Majeure.**

26 The failure of any party to perform any of its obligations hereunder shall not subject such
27 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
28 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,

1 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
2 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
3 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
4 or different circumstances or causes beyond the reasonable control of such party.

5 **I. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
7 or legal/court holiday, that deadline shall be continued until the following business day.

8 **J. Severability.**

9 In the event that any one or more of the provisions contained in this Agreement shall for
10 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
12 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as
13 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14 **K. Defendants' Fees and Costs**

15 All of Defendants' own legal fees, costs and expenses incurred in this Action shall be
16 borne by Defendants.

17
18 Dated: Aug 16, 2023

Plaintiff Isamar Juarez

19 

Isamar Juarez (Aug 16, 2023 13:35 PDT)

20 Isamar Juarez

21
22 Dated:

Defendants Defendants
AMADA SENIOR CARE, INC. and
AMADA OC, INC

23
24 

25 By: Doug Luther
26 its General Counsel

1 **APPROVED AS TO FORM AND CONTENT**

2
3 Dated: August 21, 2023

FISHER & PHILLIPS LLP

4
5
6 By:

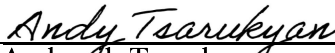


7 Tyler T. Rasmussen
8 Ben Ammerman
9 Attorneys for Defendants
10 AMADA SENIOR CARE, INC. and
11 AMADA OC, INC.

12 Dated: August 16, 2023

REMEDY LAW GROUP LLP

13
14 By:



15 Andranik Tsarukyan
16 Armen Zenjiryan
17 Attorneys for Plaintiff
18 ISAMAR JUAREZ
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EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Dear Current or Former Employee of AMADA SENIOR CARE, INC. and/or AMADA OC, Inc.:

You have received this notice because AMADA SENIOR CARE, INC.'s and/or AMADA OC, Inc.'s records indicate that you have worked for either Company at some time between May 31, 2019 through XXXXXX. The parties to the lawsuit titled *Isamar Juarez v. Amada Senior Care, Inc. et al.*, filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 20STCV21198 (the "Action"), have reached a settlement that affects you. Plaintiff Isamar Juarez ("Plaintiff"), as proxy of the State of California and on behalf of all hourly or non-exempt caretakers, personal attendants, home care aides or other similar positions of AMADA SENIOR CARE, INC. and AMADA OC, Inc. in the State of California at any time between May 31, 2019 and XXXXX ("PAGA Employees"), filed suit against Defendants AMADA SENIOR CARE, INC. and AMADA OC, Inc. ("Defendants") for civil penalties under the California Private Attorneys General Act ("PAGA") for alleged Labor Code violations. Generally, Plaintiff claims that Defendants failed to pay all wages owed, including minimum wage, and that Defendants failed to provide meal and rest breaks, failed to properly pay overtime, failed to maintain required records, failed to reimburse necessary business expenses, failed to issue accurate itemized wage statements, and failed to pay all wages due at the time of termination.

Defendants strongly dispute Plaintiff's allegations and maintain that they have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendants agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between May 31, 2019 and XXXX that were asserted in the Action or that are reasonably related to the facts alleged in the Action, including in the initial and amended complaints in the Action and/or in Plaintiff's May 26, 2020 notice letter to the Labor and Workforce Development Agency, including but not limited to alleged violations of California Labor Code §§2699(f), 201, 202, 203, 203.1, 222.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, and 2802, 2810.5 as well as the applicable IWC Wage Orders. This release only applies to claims for civil penalties under PAGA, and not any other claim or right that you may have. Under the PAGA statutes, penalties are divided between the State of California and aggrieved employees, with the State receiving 75 percent of the penalties.

The Released Parties are Defendants and their respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees,

shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Defendant's records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the Unclaimed Property Fund in the name of the employee who did not cash the check. You will not be retaliated against for cashing your check. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions, please contact:

Phoenix, the Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.