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12 *Aggrieved Employee of Defendants, for the State*
13 *of California's Labor and Workforce*
Development Agency on Behalf of All Aggrieved
Employees of Defendants

14 *[Additional counsel listed on following page]*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
17

18 JORGE AGUILAR, Aggrieved Employee of
Defendants, on Behalf of the State of
19 California's Labor and Workforce
Development Agency for All Aggrieved
20 Employees of Defendants,

21 Plaintiff,

22 v.

23 DAKOTA MEDICAL, INC., a California
Corporation; GLENOAKS
24 CONVALESCENT HOSPITAL, a California
Limited Partnership; and DOES 1-100,
25 Inclusive,

26 Defendants.
27
28

Case No. 20STCV30650

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF PAGA
ACTION**

Assigned for All Purposes to:
Hon. Elaine Lu, Dept. 26

Action Filed: August 12, 2020
Trial Date: Not Set

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INC.
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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JORGE
2 AGUILAR, on behalf of the State of California as PAGA Representative, and himself and each of
3 the other aggrieved employees (“Plaintiff”) and Defendant DAKOTA MEDICAL, INC.
4 (“Defendant”), hereby jointly stipulate to, and enter into this, Settlement Agreement and Release
5 of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

6 **I. DEFINITIONS**

7 As used in this Settlement, the following terms shall have the following meanings:

8 1. “**Action**” shall mean the civil action entitled *Aguilar v. Dakota Medical, Inc., et al.*,
9 filed in the Superior Court for the County of Los Angeles on or about August 12, 2020, designated
10 as Case No. 20STCV30650.

11 2. “**Defendant**” shall mean Dakota Medical, Inc.

12 3. “**Defense Counsel**” shall mean Jeffrey S. Ranen, Aashish Bhargava, and Billy
13 Sahachartsiri of Lewis Brisbois Bisgaard & Smith LLP.

14 4. “**Effective Date**” shall mean the date upon which both of the following have
15 occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County
16 of Los Angeles presiding over this Action, and (ii) the Court’s entry of Judgment approving the
17 Settlement.

18 5. “**Litigation Expenses**” shall mean those expenses and costs of litigation incurred by
19 Plaintiff’s counsel in prosecuting the Action and approved for reimbursement by the Court as set
20 forth in Section IV(B) of this Stipulation.

21 6. “**LWDA**” shall mean the California Labor & Workforce Development Agency.

22 7. “**PAGA**” shall mean the Labor Code Private Attorneys General Act of 2004,
23 California Labor Code Sections 2698 *et seq.*

24 8. “**PAGA Fund**” shall mean the Total Settlement Payment amount after deducting
25 Plaintiff’s Counsel Payment, Settlement Administration Costs, and any court-approved Service
26 Award. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five
27 percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based
28 on his or her proportionate share of the weeks worked during the PAGA Period.

1 9. **“PAGA Period”** shall mean May 20, 2019 through the date of entry of an order by
2 the Court in this Action approving this Settlement.

3 10. **“PAGA Settlement Members”** shall mean Defendant’s California non-exempt
4 current and former employees who worked at Defendant’s facilities in the State of California at any
5 time from May 20, 2019 to the date of settlement approval.

6 11. **“Plaintiff”** shall mean Jorge Aguilar individually and in his capacity as a
7 representative of the State of California on behalf of other PAGA Settlement Members.

8 12. **“Plaintiff’s Counsel”** collectively refers to Boucher LLP and Law Offices of Sahag
9 Majarian II.

10 13. **“Parties”** collectively refers to Plaintiff and Defendant.

11 14. **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of
12 actions that are alleged, or reasonably could have been alleged based on the facts and claims asserted
13 in the Action, including any and all claims under the California Private Attorneys General Act of
14 2004, which include, but are not limited to: violations of California Labor Code sections 201 to 203,
15 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 1199, 2699, and the California
16 Industrial Welfare Commission Wage Order, which may have arisen during the PAGA Period.

17 15. **“Released Parties”** shall mean Defendant, and their past, present and/or future,
18 direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,
19 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
20 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

21 16. **“Settlement Administrator”** shall mean Simpluris, Inc., or other mutually agreed
22 upon qualified, third-party settlement administrator designated by the Parties to accept payment
23 under the terms of this Agreement and distribute those funds in accordance with the terms of this
24 Agreement.

25 17. **“Total Settlement Payment”** shall mean Defendant’s maximum funding obligation
26 under this Stipulation. The Total Settlement Payment amount is the sum of One Hundred Thousand
27 Dollars (\$100,000.00), which includes payment of all claims under PAGA, payment of the
28 Settlement Administrative Costs, Attorneys’ Fees, Litigation Expenses, and Service Award.

1 **II. RECITALS**

2 1. On May 20, 2020, Plaintiff's Counsel sent a letter to the LWDA in compliance with
3 California Labor Code section 2699.3. Plaintiff seeks to represent himself and all "aggrieved
4 employees" who worked at Dakota Medical, Inc.'s facilities in the State of California.

5 2. On August 12, 2020, Plaintiff filed a PAGA representative action against Defendants
6 Dakota Medical, Inc. and Glenoaks Convalescent Hospital in Los Angeles County Superior Court,
7 Case No. 20STCV30650, seeking to recover civil penalties on behalf of himself and other current
8 and former non-exempt employees.

9 3. On July 31, 2020, Plaintiff sent an amended letter to the LWDA in compliance with
10 California Labor Code section 2699.3 to add Central Convalescent Hospital of Glendale, Inc. as a
11 defendant.

12 4. On October 5, 2020, the Parties entered into a stipulation to dismiss without prejudice
13 Defendant Glenoaks Convalescent Hospital only after Defendant Glenoaks Convalescent Hospital's
14 Chief Financial Officer Ronald Mayer provided Plaintiff with a sworn declaration, attesting that
15 Glenoaks Convalescent Hospital's only relationship with Dakota Medical, Inc. is that of a landlord-
16 tenant, and to its lack of control over Plaintiff or other Dakota Medical, Inc. employees.

17 5. On November 3, 2020, Plaintiff filed a First Amended Complaint to add Central
18 Convalescent Hospital of Glendale, Inc. as a defendant.

19 6. On December 8, 2020, Defendant filed a motion to strike portions of Plaintiff's First
20 Amended Complaint. Specifically, Defendant moves to strike Plaintiff's references to Defendant's
21 failure to (1) properly include holiday in the calculation of overtime compensation; (2) pay all wages
22 owed every pay period under Labor Code section 204; and (3) provide proper itemized wage
23 statements. Plaintiff's deadline to file an opposition to the motion is May 17, 2021. The hearing on
24 Defendant's motion is set for May 28, 2021.

25 7. On December 21, 2020, the Parties entered into a stipulation to dismiss without
26 prejudice Defendant Central Convalescent Hospital of Glendale, Inc. after Defendant Central
27 Convalescent Hospital of Glendale, Inc.'s registered owner provided Plaintiff with financial and
28 licensing documentation attesting that Central Convalescent Hospital of Glendale, Inc. has ceased

1 its operations and exists only in name pursuant to certain licensing requirements by the California
2 Department of Health Care Services.

3 8. On January 5, 2021, the Court issued an order dismissing Defendant Central
4 Convalescent Hospital of Glendale, Inc.

5 9. On March 1, 2021, the Parties engaged in arm's length negotiations presided over by
6 neutral third-party mediator Steven Pearl, Esq. Through these good-faith and arms-length
7 negotiations, the Parties, represented by their respective counsel, recognized the substantial risk of
8 an adverse result in the Action and agreed to settle the Action and all other matters covered by this
9 Settlement with the assistance of Mr. Pearl. In particular, Defendant's financial condition, evidenced
10 during informal discovery during the settlement negotiation process, was a significant risk of
11 continued litigation.

12 10. Counsel for all Parties have thoroughly investigated the facts relating to the claims
13 alleged in the operative complaint and have made a thorough study of the legal principles applicable
14 to the claims asserted against Defendant. Based on their investigation and evaluation of this case,
15 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
16 known facts and circumstances, including Defendant's financial condition, the defenses asserted by
17 Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

18 11. Defendant denies, and continues to deny, each and every claim and contention
19 alleged in the Action, and have always maintained that it has never engaged in any unlawful acts
20 regarding any of the matters alleged in the Action.

21 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
22 set forth, the Parties agree as follows:

23 **III. NON-ADMISSION OF LIABILITY**

24 A. Based on the factual and legal issues involved, the expense and time necessary to
25 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
26 difficulty of proof necessary to establish a class for purposes of liability, and the relative benefits
27 to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have
28 concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best

1 interests of the PAGA Settlement Members.

2 B. By entering into this Settlement, Defendant denies any liability for any of the
3 claims in the Action, as well as any other potential or unknown claims based on wage and hour
4 violations under state or federal law. Neither this Settlement, nor any document referred to or
5 contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or
6 may be used as, an admission, concession, or indication by or against Defendant of any unlawful
7 conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies it has engaged
8 in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

9 **IV. TERMS OF THE PAGA SETTLEMENT**

10 **A. The Total Settlement Payment**

11 Defendant shall pay a settlement payment in a total amount not to exceed One Hundred
12 Thousand Dollars (\$100,000.00). The Total Settlement Payment shall include payment of all
13 claims under PAGA, payment of the Settlement Administrative Costs, Attorneys' Fees, Litigation
14 Expenses, and Service Award to Plaintiff.

15 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

16 1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not
17 to exceed thirty-three and one-third percent (33 1/3%) of the Total Settlement Payment and
18 reimbursement of Litigation Expenses as approved by the Court ("Plaintiff's Counsel Payment").
19 Plaintiff's Counsel will be responsible for submitting all documents to support their request for
20 attorneys' fees and reimbursement of Litigation Expenses.

21 2. Defendant will not oppose or object to Plaintiff's Counsel's application for
22 attorneys' fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Total Settlement
23 Payment and request for reimbursement of Litigation Expenses. The attorneys' fees and costs for
24 approval by the Court shall encompass all work performed, and costs and expenses, related to the
25 investigation, prosecution, and settlement of the Action incurred through dismissal of the Action
26 with prejudice.

27 3. In the event that the Court does not approve of the requested Plaintiff's
28 Counsel Payment amount, or the Court alters the payment methodology described herein, Plaintiff's

Counsel agrees not to seek additional review of the amount approved by the Court, and this Settlement will be enforceable.

4. The Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund. Plaintiff's Counsel shall be paid any Court-approved fees and costs no later than forty five (45) days after the Effective Date.

C. Service Award to Plaintiff

1. Subject to Court approval, Defendant agrees to pay Plaintiff service award of up to Five Thousand Dollars (\$5,000.00), to be paid from the Total Settlement Payment, in recognition of Plaintiff's effort and service to the State of California and PAGA Settlement Members as the PAGA representative, and for his general release of claims against Defendant and other Released Parties, which shall be in addition to any payments he may otherwise receive as an Aggrieved Employee ("Service Award").

2. Defendant will not oppose Plaintiff's request for the Service Award. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Service Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Service Award shall revert to the PAGA Fund.

3. Plaintiff's Service Award shall be paid from the Total Settlement Payment no later than forty five (45) days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC for his Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment from the PAGA Fund.

4. Plaintiff shall not receive any additional payments or awards other than those expressly provided under this Settlement.

D. Settlement Administration Fees and Costs

1. Settlement administration will be administered by qualified, third-party settlement administrator, Simpluris, Inc. ("Settlement Administrator"). The Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment. This includes all

1 fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of
2 the Settlement Administrator to implement and complete the settlement process according to the
3 terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost
4 associated with the escheatment process for any uncashed or undeliverable settlement checks, to
5 prepare any necessary tax documents for PAGA Settlement Members and any other related fees and
6 costs (the "Settlement Administrative Costs").

7 2. The settlement administration fees and costs are estimated to not exceed
8 Three Thousand Dollars (\$3,000.00), and it shall be paid from the Total Settlement Payment. Any
9 reductions by the Court or any unused amount shall revert to the PAGA Fund.

10 **E. PAGA Fund**

11 1. After deducting the Plaintiff's Counsel Payment, Settlement Administration
12 Costs, and any court-approved Service Award, the remainder of the Total Settlement Payment shall
13 be allocated toward payment to the LWDA and PAGA Settlement Members.

14 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and
15 twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement
16 Members based on his or her proportionate share of the work weeks worked during the PAGA
17 Period.

18 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

19 **A. Deposit of Total Settlement Payment**

20 1. The Settlement Administrator shall establish a Qualified Settlement Fund
21 pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the
22 Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own
23 Employer ID Number and calculate all settlement checks based on information that will be
24 confidentially furnished by Defendant.

25 2. Within thirty (30) days after the Effective Date, Defendant shall deposit the
26 Total Settlement Payment with the Settlement Administrator.

27 **B. Formula for Calculating Share of PAGA Fund**

28 The portion of the PAGA Fund that is paid to each Aggrieved Employee shall be

1 determined based on the following formula:

2 1. The payment to PAGA Settlement Members will be based on the number of
3 pay periods by each Aggrieved Employee during the PAGA Period. The amount to be paid per week
4 worked by an Aggrieved Employee will be calculated by dividing the value of the portion of the
5 PAGA Fund that will be paid to Aggrieved Employee by the total number of pay periods worked
6 by all PAGA Settlement Members during the PAGA Period.

7 2. Defendant shall provide records showing the total pay periods worked by the
8 PAGA Settlement Members who were its employees during the PAGA Period. Defendant's records
9 shall be determinative for purposes of calculating the number of pay periods worked and any
10 payments to PAGA Settlement Members.

11 **C. Distribution of PAGA Fund**

12 1. Defendant shall provide the Settlement Administrator with a list of the names
13 and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after the
14 Court issues an Order approving the Settlement. The contact information is being provided
15 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the
16 information as private and confidential and take all necessary precautions to maintain the
17 confidentiality of contact information of the PAGA Settlement Members. This information is to be
18 used only to carry out the Settlement Administrator's duties as specified in this Settlement.

19 2. Within forty five (45) days after the Effective Date, the Settlement
20 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the
21 PAGA Fund, or as otherwise directed by the Court.

22 3. Within forty five (45) days after the Effective Date, the Settlement
23 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA
24 Fund (the "Individual Payment"), or as otherwise directed by the Court.

25 4. The Settlement Administrator will mail the notice attached hereto as **Exhibit**
26 **A** together with the Individual Payment to the PAGA Settlement Members at their last known
27 address, together with their Settlement Payments. The Settlement Administrator shall make a
28 reasonable, industry-standard effort to locate an updated address for any notice returned as

1 undeliverable.

2 5. Individual Payment checks payable to PAGA Settlement Members must be
3 cashed within one hundred eighty (180) calendar days after issuance. If an Individual Payment
4 check is returned to the Settlement Administrator, the Settlement Administrator will make
5 reasonable efforts to re-mail it to the Aggrieved Employee at his or her correct address, if
6 ascertained. All checks mailed to the PAGA Settlement Members that are not cashed within 180
7 days of issuance are deemed void and shall be paid to the Controller of the State of California within
8 thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law,
9 California Civil Code § 1500 *et seq.*, for the benefit of those PAGA Settlement Members who did
10 not cash their checks, until such time that they claim their property. If requested by the Court,
11 Plaintiff's Counsel and Defense Counsel shall report to the Court the total value of checks cashed
12 by the PAGA Settlement Members (and the total amount that was uncashed by the PAGA Settlement
13 Members) at a date set by the Court after the close of the 180-day period.

14 6. The Settlement Administrator shall not disburse any settlement funds except
15 as provided herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and
16 Plaintiff's Counsel. Subject to further orders and/or directions as may be made by the Court, the
17 Settlement Administrator is authorized to execute such transactions on behalf of the PAGA
18 Settlement Members as are consistent with the terms of this Stipulation.

19 7. No later than January 31 of the year following payment of their individual
20 portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to
21 PAGA Settlement Members who received a payment.

22 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

23 **A. Claims Released by The LWDA and all PAGA Settlement Members**

24 Upon the date of entry of an order by the Court in this Action approving this Settlement,
25 the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever
26 discharge the Released Parties from any and all Released Claims. As a result of this release, the
27 PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim
28 brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et*

1 seq., for any violations of the Released Claims that took place during the PAGA Period.

2 **B. Tax Treatment And Tax Indemnification**

3 PAGA Settlement Members will assume any tax obligations or consequences which may
4 arise from this Settlement. PAGA Settlement Members release any and all claims that they have
5 or may have against Defendant for any claims, demands, deficiencies, levies, assessments,
6 executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any
7 payments made under this Settlement or any compensation provided at any time by Defendants or
8 any of the Released Parties. If any state or federal taxing authority contacts, investigates, or
9 pursues any action against any PAGA Settlement Members for their individual share of taxes
10 related to any payments made under this Settlement or any compensation provided at any time by
11 Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for
12 their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by
13 any state or federal taxing authority for the PAGA Settlement Member's share of any state or
14 federal tax obligation. If a PAGA Settlement Member has questions about any liability to any
15 state or federal taxing authority, they should contact the Settlement Administrator. The PAGA
16 Settlement Members should not contact Defendant, any of the Released Parties, or Defense
17 Counsel.

18 Each party to this Agreement acknowledges and agrees that (1) no provision of this
19 Agreement, and no written communication or disclosure between or among the parties or their
20 attorneys and other advisers, is or was intended to be, nor shall any such communication or
21 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
22 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each party to this
23 Agreement (a) has relied exclusively upon his, her or its own, independent legal and tax advisers
24 for advice (including tax advice) in connection with this Agreement, (b) has not entered into this
25 Agreement based upon the recommendation of any other party or any attorney or advisor to any
26 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
27 adviser to any other party to avoid any tax penalty that may be imposed on the party; and (3) no
28 attorney or adviser to any other party has imposed any limitation that protects the confidentiality

1 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
2 binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any
3 transaction, including any transaction contemplated by this Agreement.

4 **C. Claims Released by Plaintiff**

5 1. In addition to the Released Claims, upon the date of entry of an order by the
6 Court in this Action approving this Settlement, Plaintiff will generally release any and all claims
7 against the Released Parties. This general release of all claims includes any and all complaints,
8 claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts
9 and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever,
10 including but not limited to claims arising from the California Constitution; Title VII of the Civil
11 Rights Act of 1964 (42 U.S.C. § 2000e); the California Labor Code, California Business and
12 Professions Code §17200 *et seq.*, the California Fair Employment and Housing Act (Cal. Govt.
13 Code § 12900 *et seq.*); the Americans with Disabilities Act; the Age Discrimination in Employment
14 Act (29 U.S.C. §§ 621-633a); the Older Workers' Benefit Protection Act; the Private Attorneys
15 General Act of 2004 pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969; and claims of
16 intentional infliction of emotional distress; defamation and/or libel, or any other damage to
17 reputation claims; breach of implied contract or for claims of a breach of the covenant of good faith
18 and fair dealing, as well as any other express or implied covenant; or any other statute or common
19 law principle of similar effect, known or unknown, which the person giving this release now has,
20 owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had,
21 owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may
22 have, own, or hold, or claim to have, own, or hold, against the Defendant, arising from acts, events,
23 or circumstances occurring on or before the effective date of this Agreement.

24 2. As to the foregoing claims, Plaintiff expressly waives the benefits of
25 California Civil Code section 1542. Civil Code section 1542 provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
27 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
28 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR

1 **HER SETTLEMENT WITH THE DEBTOR.**

2 **VII. MISCELLANEOUS PROVISIONS**

3 **A. Voiding The Settlement**

4 A failure of the Court to approve any material condition of this Settlement shall render the
5 entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of
6 Plaintiff or Defendant. However, if the Court does not approve the Settlement, the Parties shall
7 request leave to work jointly to attempt to modify the Settlement in order to obtain the Court's
8 approval. Each party may exercise its option to void this Settlement as provided above by giving
9 notice, in writing, to the other parties, and to the Court, within five (5) days after the Order
10 granting approval of the Settlement has been received by the party seeking to void the Settlement.

11 **B. Submission to LWDA**

12 Within 10 days after entry of a Judgement or Order approving, denying, or modifying the
13 award of civil penalties contemplated by this Settlement, the Parties shall submit a copy of the
14 Judgement or Order to the LWDA pursuant to Labor Code section 2699(I)(3).

15 **C. Mutual Full Cooperation**

16 Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
17 with each other to accomplish the terms of this Settlement, including, but not limited to, taking
18 such action as may reasonably be necessary to implement the terms herein. The Parties agree to
19 use their best efforts and any other efforts that may become necessary by Order of the Court, or
20 otherwise, to effectuate this Settlement.

21 **D. Parties' Authority**

22 The signatories hereto represent that they are fully authorized to enter into this Settlement.

23 **E. Binding Nature of The Settlement**

24 1. This Settlement shall be binding upon, and inure to the benefit of, the
25 successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he
26 has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause
27 of action or rights released in the Released Claims in this Settlement. This Settlement also shall be
28 binding upon Plaintiff and the PAGA Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this Settlement may be waived except in writing.

3. This Settlement and any attached exhibits constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. 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 of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

F. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

G. Execution of The Settlement

This Settlement may be executed in one or more counterparts and by facsimile, PDF, electronic mail, or original signature. All executed copies of this Settlement and photocopies

thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

H. No Press Release or Publicity Regarding The Terms of Settlement

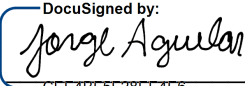
Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

I. Continuing Jurisdiction of The Court

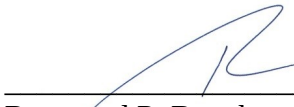
Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

ACCEPTED AND AGREED:

Dated: March ²³, 2021

DocuSigned by:

 CEE4BF5F28EE4E6...
 Plaintiff Jorge Aguilar

Dated: March 24, 2021


 Raymond P. Boucher
 Counsel for Plaintiff Jorge Aguilar

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Dated: March 23, 2021

DocuSigned by:
Sahag Majarian
3142D9828E6E4A2...

Sahag Majarian II
Counsel for Plaintiff Jorge Aguilar

Dated: March __, 2021

Henry Levine
on behalf of Defendant Dakota Medical, Inc.

Dated: March __, 2021

Jeffrey S. Ranen
Counsel for Defendant Dakota Medical, Inc.

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Dated: March __, 2021

Sahag Majarian II
Counsel for Plaintiff Jorge Aguilar

Dated: March __, 2021

Henry Levine
on behalf of Defendant Dakota Medical, Inc.

Dated: March __, 2021

Jeffrey S. Ranen
Counsel for Defendant Dakota Medical, Inc.

Exhibit A

Settlement Administrator

Address Line

Address Line

IMPORTANT LEGAL MATERIALS

CLMNT_IDNO - UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Aguilar v. Dakota Medical, Inc.

(Los Angeles County Superior Court, Case No. 20STCV30650)

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Jorge Aguilar (“Plaintiff”) on behalf of himself, the State of California, and all other “aggrieved employees” against Dakota Medical, Inc. (“Defendant”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by: (1) failing to pay for all hours worked; (2) failing to pay for all overtime compensation; (3) failing to provide timely, off-duty meal periods or compensation for meal period violations; (4) failing to authorize and permit timely, off-duty rest periods or compensation for rest period violations; (5) failing to furnish complete and accurate itemized wages statements and (6) failing to timely pay all final wages owed upon separation of employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as “PAGA Settlement Members,” which is defined as: Defendant’s California non-exempt current and former employees who worked at Defendant’s facilities in the State of California at any time from May 20, 2019 to [the date of settlement approval].

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number pay periods worked by each PAGA Settlement Members in the PAGA Period divided by the total number of pay periods worked by all PAGA Settlement Members.

“PAGA Period” refers to the time period from May 20, 2019 through [the date of settlement approval].

III. RELEASE

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released

Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendant, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

“PAGA Released Claims” means all any claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Action, including any and all claims under the California Private Attorneys General Act of 2004, which include, but are not limited to: violations of California Labor Code sections 201 to 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 1199, 2699, and the California Industrial Welfare Commission Wage Order, which may have arisen during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, Simpluris, Inc. toll free at 1(XXX) XXX-XXXX with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those PAGA Settlement Members who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE