

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 THE NOURMAND LAW FIRM, APC
8822 West Olympia Blvd.
3 Beverly Hills, California 90211
Telephone: (310) 553-3600
4 Facsimile: (310) 553-3603

5 Attorneys for Plaintiff
GUADALUPE IBARRA, on behalf of herself
6 and all others similarly situated

7 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
8 TRACEY A. KENNEDY, Cal. Bar No. 150782
tkennedy@sheppardmullin.com
9 Y. DOUGLAS YANG, Cal. Bar No 307550
dyang@sheppardmullin.com
10 333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
11 Telephone: 213.620.1780
Facsimile: 213.620.1398

12 Attorneys for Defendants
13 OLYMPIA HEALTH CARE, LLC and ALECTO
HEALTHCARE SERVICES LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 GUADALUPE IBARRA, on behalf of herself
17 and all others similarly situated,

18 Plaintiffs,

19 v.

20 OLYMPIA HEALTH CARE, LLC, a
21 Delaware limited liability company; ALECTO
22 HEALTHCARE SERVICES LLC, a Delaware
23 limited liability company; and DOES 1
through 100, Inclusive

24 Defendants.

Case No. 20STCV19101

Assigned to: Hon. Elihu Berle
Dept. 6

**PAGA AND INDIVIDUAL SETTLEMENT
AGREEMENT**

Complaint Filed: May 18, 2020
Trial Date: Not set

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Los
3 Angeles, Plaintiff Guadalupe Ibarra ("Plaintiff"), individually and on behalf of the State of California and
4 allegedly aggrieved employees, on the one hand, and Defendants Olympia Health Care, LLC and Alecto
5 Healthcare Services LLC, on the other hand (together, "Defendants" and collectively, the "Parties"), hereby
6 agree to the following binding settlement of Plaintiff's individual claims and the California Labor Code
7 Private Attorneys General Act of 2004 ("PAGA") claims in the lawsuit entitled Guadalupe Ibarra v.
8 Olympia Health Care, LLC; Alecto Healthcare Services LLC, Case No. 20STCV19101 (the "Action"),
9 pursuant to the terms and conditions set forth below (the "Settlement" or "Settlement Agreement").

10 **CONDITIONAL NATURE OF THE SETTLEMENT**

11 This Settlement Agreement, including all associated exhibits or attachments, is made for the sole
12 purpose of attempting to consummate settlement of this Action on an individual and representative basis
13 under the PAGA, codified at California Labor Code section 2698 et seq., and is entered into in compromise
14 of disputed claims. Because the Action involves a representative action brought under PAGA, this
15 Settlement must receive approval from the Court pursuant to Labor Code section 2699(1). Accordingly,
16 Defendants enter into this Settlement on a conditional basis. In the event that the Court does not enter the
17 Judgment, or in the event that the associated Judgment does not become final for any reason, this
18 Settlement shall be deemed null and void ab initio, it shall be of no force or effect whatsoever, it shall not
19 be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of it shall remain
20 subject to the provisions of California Evidence Code sections 1119 and 1152, and similar rules of other
21 jurisdictions.

22 Defendants deny any wrongdoing and deny that they are in any way liable to the PAGA
23 Representative, Plaintiff, and/or the Aggrieved Employees. Defendants have agreed to resolve the Action
24 via this Settlement Agreement, but to the extent this Settlement is deemed void or does not take effect,
25 Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations
26 in the Action upon all procedural and factual grounds, including without limitation the ability to challenge
27 the right to bring a representative action, on any grounds, or to assert any and all defenses or privileges.
28 Plaintiff agrees that Defendants retain and reserve these rights, and agree not to take a position to the

1 contrary; specifically, should the Action proceed, Plaintiff and Plaintiff's Counsel waive, and agree not to
2 argue or present, any argument that Defendants could not contest representative status simply because
3 Defendants entered into this Settlement.

4 PERSONS COVERED BY THE SETTLEMENT

5 1. Aggrieved Employees: This Settlement covers Plaintiff Guadalupe Ibarra, as well as all
6 persons who worked for Olympia Health Care, LLC in California, as a non-exempt hourly employee at any
7 time from May 18, 2019 to March 31, 2021, except for those non-exempt employees who executed
8 settlement agreements, severance agreements, or release agreements with Defendants (the "Aggrieved
9 Employees").

10 2. Aggrieved Employee List : Defendants will diligently and in good faith compile from their
11 records and provide to the Settlement Administrator within three (3) business days from the Effective Date,
12 the list of all Aggrieved Employees. The Aggrieved Employee List will be formatted as a Microsoft Office
13 Excel spreadsheet and will include each Aggrieved Employee's: (a) full name, (b) last known address, (c)
14 last known telephone number, (d) Social Security number, and (e) number of Pay Periods worked as a
15 non-exempt hourly employee for Olympia Health Care, LLC in California during the Settlement Period.

16 3. Settlement Period: The Settlement covers the period from May 18, 2019 to March 31,
17 2021 ("Settlement Period" or "PAGA Period").

18 4. Effective Date: "Effective Date" will be the date that the Superior Court or any party
19 hereto serves notice of the Superior Court's order and judgment approving the PAGA Settlement and no
20 timely appeal thereeto has been filed within 60 days ("Court Approval Order and Judgment"). In the event
21 that a timely appeal is filed within 60 days of the Court Approval Order and Judgment, the Effective Date
22 shall occur when the appeal is adjudicated and no longer subject to further judicial review.

23 SETTLEMENT CONSIDERATION

24 5. Maximum Settlement Value: Defendants will pay up to \$109,000.00 (One Hundred And
25 Nine Thousand Dollars and Zero Cents) to settle Plaintiff's individual claims and the PAGA claims in the
26 Action. In no event shall Defendants be liable for more than \$109,000.00 as a result of this Settlement, and
27 any of the attorneys' fees, costs, administrative fees, and payment shall be paid from this amount.

28 6. PAGA Penalties Fund. The Parties agree that Defendants will pay a maximum of

1 \$50,766.67 (Fifty Thousand, Seven Hundred Sixty-Six Dollars and Sixty-Seven Cents) to the California
2 Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees in full satisfaction of
3 all the alleged claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations,
4 and/or other provisions of law alleged to have been violated in the operative First Amended Complaint
5 with respect to Aggrieved Employees ("PAGA Penalties Fund"). Pursuant to PAGA, Seventy Five
6 Percent (75%) of the PAGA Penalties Fund, or up to \$38,075.00 (Thirty-Eight Thousand, Seventy-Five
7 Dollars and Zero Cents), will be paid to the LWDA, and the remaining Twenty-Five Percent (25%), or up
8 to \$12,691.67 (Twelve Thousand, Six Hundred Ninety-One Dollars and Sixty-Seven Cents), will be paid to
9 all Aggrieved Employees according to the following formula: Settlement Payment to each Covered
10 Employee = $\$12,691.67 \times [\text{Pay Periods Worked by Individual Aggrieved Employee During PAGA Period}$
11 $\div \text{Total Pay Periods Worked by All Aggrieved Employees during PAGA Period}]$.

12 7. Attorneys' Fees and Costs: In full satisfaction of all claims Plaintiff may have for
13 attorneys' fees, litigation costs, and expenses arising out of the Action, Defendants agree to pay Plaintiff's
14 counsel, The Nourmand Law Firm, APC ("Plaintiff's Counsel"), a maximum amount of \$33,333.33
15 (Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents) in attorneys' fees
16 and litigation costs and expenses not to exceed \$14,700.00 (Fourteen Thousand and Seven Hundred
17 Dollars and Zero Cents) ("Attorneys' Fees and Costs"). Payment of the Attorneys' Fees and Costs will be
18 reflected in an IRS Form 1099 to counsel, who shall assume full responsibility and liability for the payment
19 of taxes due on such payments. Counsel for Plaintiff agrees to provide to the Settlement Administrator and
20 to Defendants an IRS Form W-9 executed by The Nourmand Law Firm, APC within three (3) calendar
21 days of the Effective Date of this Agreement.

22 8. Settlement Administrator. Simpluris Inc. shall be the third-party class action settlement
23 administrator as agreed to by the Parties and approved by the Court for the purposes of administering this
24 Settlement.

25 9. Settlement Administration Costs. The costs payable from the Maximum Settlement Value
26 to the Settlement Administrator for administering this Settlement, including, but not limited to, printing,
27 translating into Spanish, distributing, and tracking documents for this Settlement, calculating estimated
28 amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund, and providing

1 necessary reports and declarations, and other duties and responsibilities set forth herein to process this
2 Settlement Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid
3 from the Maximum Settlement Value, including, if necessary, any such costs in excess of the amount
4 represented by the Settlement Administrator as being the maximum costs necessary to administer the
5 Settlement, which are anticipated to be no greater than \$5,200.00 (Five Thousand, Two Hundred Dollars
6 and Zero Cents). To the extent actual Settlement Administration Costs are greater than \$5,200.00, such
7 excess amount will be deducted from the PAGA Penalties Fund, subject to the Court's approval. The
8 Settlement Administration Costs will be paid no sooner than seven (7) calendar days following the
9 Effective Date.

10 10. Incentive Payment. Plaintiff Guadalupe Ibarra will be seeking an incentive payment not to
11 exceed \$5,000.00 (Five Thousand Dollars and Zero Cents) for bringing the instant action and in full
12 consideration of her entering into a general release of all claims she has or may have against Defendants
13 ("Incentive Payment"). The Incentive Payment is in addition to Plaintiff's share of the PAGA settlement.
14 Counsel for Plaintiff agrees to provide to the Settlement Administrator and to Defendants an IRS Form W-
15 9 executed by Plaintiff Guadalupe Ibarra within three (3) calendar days of the Effective Date of this
16 Agreement.

17 11. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
18 will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval
19 Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement
20 Agreement (the "Court Approval Order and Judgment"), and entering judgment.

21 12. Funding of the Settlement. Within three (3) business days after the Parties have signed this
22 Settlement, Defendants shall deposit into escrow with the Settlement Administrator the Maximum
23 Settlement Value: \$109,000.00, which is inclusive of the PAGA Penalties Fund, Attorneys' Fees and
24 Costs, Incentive Payment, and the Settlement Administration Costs. The Settlement Administrator shall
25 deposit the Maximum Settlement Value into an interest-bearing trust account for the benefit of the
26 Aggrieved Employees. Once the Settlement Administrator has collected the deposit from Defendants, it
27 will hold in escrow the Maximum Settlement Value payment until the earlier of seven (7) calendar days
28 after the Effective Date, or the Nullification of Settlement Agreement as described in Paragraph 21 of this

1 Settlement Agreement. Upon the seventh (7th) calendar day after the Effective Date, the Settlement
2 Administrator will issue the appropriate payments to Plaintiff, the Aggrieved Employees, Plaintiff's
3 Counsel, and the LWDA. The Settlement Administrator will issue the appropriate tax forms for all
4 payments issued under this Settlement. Defendants are not responsible or liable for any errors in the
5 calculation of checks or settlement amount to be awarded to each Aggrieved Employee. Defendants are
6 also not liable or responsible for any errors made by the Settlement Administrator in the administration of
7 the settlement.

8 13. Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue
9 each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with an
10 explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 180 days. Any checks
11 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-
12 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
13 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other
14 search using the name, address or Social Security number of the Aggrieved Employee involved, and will
15 then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and
16 those settlement checks remaining un-cashed for more than 180 days after issuance will be distributed to
17 the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
18 Civil Code § 1500 et seq., for the benefit of those Aggrieved Employees who did not cash their checks until
19 such time that they claim their property. All settlement payments to Aggrieved Employees will be treated
20 as miscellaneous income for which an IRS Form 1099 will be issued, as applicable. Neither Plaintiff nor
21 Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or
22 unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission,
23 the same is true for the Settlement Administrator.

24 14. Settled Representative Claims. As of the date of the Court Approval Order and Judgment,
25 the LWDA and Plaintiff shall fully and finally release and forever discharge any and all Labor Code claims
26 arising during the Settlement Period seeking civil penalties under PAGA that were asserted or could
27 reasonably have been asserted based on the facts alleged in the Action, including claims for failure to
28 provide minimum wages, overtime wages, meal breaks, rest breaks, provide accurate itemized wage

1 statements, timely pay wages due during or at separation of employment; and claims arising under or
2 relating to the alleged violations of California Labor Code §§ 200, 201-203, 218.5, 218.6, 226, 226.7, 510,
3 512, 1194, 1194.2, 1197, 2698, and 2699 *et seq.* ("Released Claims"), against Defendants, their past and
4 present divisions, affiliates, affiliated entities, related entities, parents, managing members, subsidiaries,
5 predecessors, successors, assigns, and their respective former and present shareholders, owners, officers,
6 directors, employees, agents, trustees, attorneys or legal representatives, insurers, representatives,
7 administrators, fiduciaries, beneficiaries, subrogees, partners, and/or any other entity or individual which
8 could be liable for the acts or omissions of any of the Defendants in relation to the Released Claims
9 (hereinafter "Released Parties"). It is understood and agreed that this Agreement neither releases the
10 Released Parties from liability, if any, to Aggrieved Employees (other than Plaintiff) for violations of any
11 predicate statutes other than PAGA based on the alleged Labor Code claims, nor effects a waiver of claims
12 by Aggrieved Employees (other than Plaintiff) against the Released Parties for any individual wage and
13 hour claims, other than PAGA based on the alleged Labor Code claims. Upon the issuance of the Court
14 Approval Order and Judgment, Plaintiff and all Aggrieved Employees will be forever barred from pursuing
15 against Defendants any and all claims for PAGA civil penalties, based on the alleged Labor Code claims,
16 Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have
17 been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the First
18 Amended Complaint or the May 18, 2020 LWDA Notice Letter during the Settlement Period. The Settled
19 Claims are limited to claims for civil penalties under PAGA, based on the alleged Labor Code claims.

20 15. Plaintiff's Individual Release Of Claims. Except for the obligations undertaken in this
21 Agreement, Plaintiff hereby releases Defendants, and all of their agents, current and former employees,
22 officers, directors, representatives, attorneys, parents, subsidiaries, related corporations, affiliates, assigns,
23 predecessors, successors, insurers, and employee benefit plans and fiduciaries thereof (hereinafter referred
24 to as the "Released Parties") from all claims, causes of action, costs, damages, attorneys' fees, and other
25 legal responsibilities, of any form whatsoever, whether known or unknown, which Plaintiff or her heirs,
26 successors, and/or assigns have incurred or expect to incur, relating in any manner to Plaintiff's
27 employment with Olympia Health Care, LLC. Without limiting the generality of the foregoing, and by
28 way of example only, Plaintiff fully releases the Released Parties from all claims including, but not limited

1 to, claims for compensation, expenses, benefits, penalties, interest, and damages. This Release also extends
2 to all claims for alleged violation of the National Labor Relations Act; Title VII of the Civil Rights Act; the
3 California Fair Employment and Housing Act; the Family and Medical Leave Act; the California Family
4 Rights Act; the Americans With Disabilities Act of 1990; the Age Discrimination in Employment Act; the
5 Older Worker Benefit Protection Act; the California Labor Code; the applicable California Wage Order;
6 the Occupational Safety and Health Act; the Fair Labor Standards Act; as well as all claims for
7 discrimination, harassment, and/or retaliation on the basis of any characteristic protected by law; breach of
8 any express or implied contract or agreement; wrongful discharge; breach of the implied covenant of good
9 faith and fair dealing; intentional or negligent infliction of emotional distress; fraud; misrepresentation;
10 defamation; interference with prospective economic advantage; and violation of any local, state, or federal
11 law, regulation or ordinance having any bearing whatsoever on Plaintiff's employment with any of the
12 Released Parties from the beginning of time and up to and including the date Plaintiff signs this Agreement.

13 Notwithstanding the foregoing, this Release does not apply to any claims that cannot be
14 released as a matter of law. Plaintiff further understands that nothing in this release generally
15 prevents her from filing a charge or complaint with, or from participating in an investigation or
16 proceeding conducted by, the DFEH, DLSE, EEOC, NLRB, or any other federal, state, or local
17 agency charged with the enforcement of any employment laws, although Plaintiff understands that
18 by signing this Agreement, she waives the right to recover any damages or to receive other relief
19 in any claim brought by or through any state or local agency on her behalf.

20 16. Section 1542 Waiver. It is the intention of the Parties that the foregoing Release shall be
21 construed in the broadest sense possible and shall be effective as a prohibition to all claims of every
22 character, known or unknown, and suspected or unsuspected that Plaintiff may have against the Released
23 Parties.

24 Plaintiff certifies she has read Section 1542 of the California Civil Code, set forth below,
25 and indicates this fact by signing this Agreement:

26 **Section 1542. General Release - Claims Extinguished.**

27
28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**

1 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY

5 Plaintiff expressly waives and releases any right she may have under California Civil Code
6 Section 1542 to the fullest extent she may do so lawfully. Plaintiff further acknowledges she may
7 later discover facts different from or in addition to those facts now known to her or believed by her
8 to be true with respect to the matters covered by this Agreement, and she agrees this Agreement
9 nevertheless shall remain in full and complete force and effect.

10 17. Tax Liability: Nothing in this Settlement is intended to constitute legal advice regarding
11 federal, state, and/or local tax obligations. Plaintiff acknowledges that she has obtained no tax advice from
12 Defendants and that neither Defendants nor their attorneys have made any representation concerning the
13 tax consequences, if any, of the PAGA Penalties Fund or Incentive Payment in this Agreement or any
14 payment to be made pursuant to this Agreement. To the extent that this Agreement or any of its
15 attachments is interpreted to contain or constitute advice regarding any local, state or federal tax issue, such
16 advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding
17 penalties under the Internal Revenue Code or applicable state or local law. Plaintiff agrees to assume all
18 risks regarding the tax consequences of the Incentive Payment and/or her portion of the PAGA Penalties
19 Fund, if any. Plaintiff further agrees to indemnify and hold harmless the Released Parties against any
20 assessment of payroll, withholding, FICA, or other taxes or penalties to Plaintiff on the Incentive Payment
21 or her portion of the PAGA Penalties Fund.

22 18. Declaration from Defendants: Defendants shall provide a declaration from an individual
23 with personal knowledge attesting to their financial condition and date that Olympia Medical Center ceased
24 operations in Los Angeles in support of the motion seeking approval of this Settlement Agreement.

25 19. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
26 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
27 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
28 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to

1 which any Aggrieved Employee may be entitled under any benefit plans.

2 20. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
3 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
5 herein released and discharged.

6 21. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
7 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
8 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, the
9 Parties will be returned to their original respective positions, and the Settlement Administrator shall return
10 all monies deposited therewith to Defendants within five (5) business days. The Settlement Administrator
11 shall not have discretion, absent a Court order, to hold any funds deposited therewith beyond the five (5)
12 business-day period, nor may the Settlement Administrator charge a fee to Defendants for holding any
13 funds deposited therewith. Defendants will not hold Plaintiff accountable for any fees incurred by the
14 Settlement Administrator.

15 22. Continued Jurisdiction. After entry of the Court Approval Order and Judgment, the Court
16 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
17 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval
18 matters as may be appropriate under court rules or as set forth in this Settlement.

19 23. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
20 settlement terms with regard to the settlement of Plaintiff's individual claims and PAGA claims. No other
21 prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

22 24. Amendment or Modification. This Settlement Agreement may be amended or modified
23 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
24 Parties.

25 25. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
27 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
28 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate

1 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
2 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
3 agreement on the form or content of any document needed to implement the Settlement, or on any
4 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
5 may seek the assistance of the Court to resolve such disagreement.

6 26. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
7 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 27. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
9 be governed by and interpreted according to the laws of the State of California.

10 28. Execution and Counterparts. This Settlement Agreement is subject only to the execution
11 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
12 executed counterparts and each of them, including facsimile, DocuSign and scanned copies of the signature
13 page, will be deemed to be one and the same instrument.

14 29. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
16 Settlement after arm's-length negotiations. The Parties further acknowledge they are each represented by
17 competent counsel and they have had an opportunity to consult with their counsel regarding the fairness
18 and reasonableness of this Settlement.

19 30. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
20 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
21 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
22 enforceable.

23 31. Captions. The captions and section numbers in this Settlement Agreement are inserted for
24 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
25 provisions of this Settlement Agreement.

26 32. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
27 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
28 a further waiver by such party of the same or any other condition, covenant, right or remedy.

1 33. Enforcement Action. In the event that one or more of the Parties institutes any legal action
2 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
3 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
4 recover from the unsuccessful Party or Parties reasonable attorneys' fees and statutory costs incurred in
5 connection with any enforcement actions.

6 34. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
7 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
8 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
9 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the
10 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11 35. Representation By Counsel. The Parties acknowledge that they have been represented by
12 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
13 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

14 36. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
15 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
16 Agreement.

17 37. Binding Agreement. The Parties warrant that they understand and have full authority to
18 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
19 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
20 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
21 under federal or state law.

22 38. Confidentiality. The Parties and their counsel agree that they will not issue any press
23 releases, initiate any contact with the press, respond to any press inquiry or have any communication with
24 the press about the fact, amount or terms of the Settlement prior to the Effective Date. Plaintiff's Counsel
25 may respond to press inquiries by stating the matter has been resolved and refer the press to court filings.
26 In addition, Plaintiff's Counsel agree that they will not engage in any advertising or distribute any
27 marketing materials specifying any material terms relating to the Settlement of this case, including but not
28 limited to any postings on any websites maintained by Plaintiff's Counsel prior to the Effective Date. Any

1 communication about the Settlement to Aggrieved Employees prior to the check mailing will be limited to
2 a statement that a settlement has been reached and the details will be communicated in a forthcoming
3 notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from discussing the terms or
4 the fact of the settlement with third parties prior to the Effective Date other than: (1) her immediate family
5 members; (2) her respective accountants or lawyers as necessary for tax purposes; or (3) the Aggrieved
6 Employees covered by this Agreement.

7 39. Denial of Liability. The Parties expressly recognize that the making of this agreement does
8 not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in
9 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
10 communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is
11 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible
12 in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as
13 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive
14 order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be
15 used in any proceeding in the Court that has as its purpose the interpretation, implementation, or
16 enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17 40. Older Workers Benefit Protection Act. This Agreement constitutes a knowing and
18 voluntary waiver of any and all rights or claims that Plaintiff has or may have under the Federal Age
19 Discrimination In Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, 29
20 U.S.C. §§ 621 et seq. THIS PARAGRAPH AND THIS AGREEMENT ARE WRITTEN IN A
21 MANNER CALCULATED TO BE UNDERSTOOD BY PLAINTIFF. Plaintiff is hereby advised in
22 writing to consult with an attorney before signing this Agreement. Plaintiff has had a reasonable time of up
23 to twenty-one (21) calendar days in which to consider signing this Agreement. If Plaintiff decides not to
24 use all twenty-one (21) calendar days, Plaintiff knowingly and voluntarily waives any claims that she was
25 not given the twenty-one (21) calendar day period or did not use the entire twenty-one (21) calendar days to
26 consider this Agreement. Plaintiff may revoke this Agreement by providing written notice of revocation to
27 Defendants. If Plaintiff decides to revoke this Agreement, such revocation must be in writing to Tracey
28 A. Kennedy at Sheppard, Mullin, Richter and Hampton, 43rd Floor, 333 South Hope Street, Los Angeles,

1 California 90071, email: and received no later than the seventh day after she signs this Agreement.

2 41. Plaintiff's Covenant Not To Sue. Plaintiff expressly represents, warrants and covenants
3 not to sue any of the Defendants in a court of law for any claim or cause of action released pursuant to this
4 Agreement. A lawsuit to enforce the terms of this Agreement shall be excepted from the terms of this
5 Section and shall not constitute a breach of the covenant not to sue. This covenant not to bring or maintain
6 any action in law or equity shall be specifically enforced and each party shall have standing to bring any
7 such action for specific enforcement and shall be a real party as defined in Code of Civil Procedure Section
8 367.

9 42. Medicare Recipient. Plaintiff expressly acknowledges Medicare's statutory right to
10 recovery of conditional payments for medical treatment and medical service rendered in connection with
11 any illness or injury suffered by Plaintiff in the course of her employment with Olympia Health Care, LLC.
12 In consideration for the monies paid by Defendants, Plaintiff further warrants, represents, and guarantees
13 that she is not a Medicare Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights
14 of recovery of conditional payments based on her application for, or receipt of, Medicare or Medicaid
15 benefits. This specifically includes benefits arising out of or in any way connected with, directly or
16 indirectly, the facts or allegations that form the basis of her lawsuit against Defendants, the occurrences
17 described above, and any consequences thereof. Additionally, Plaintiff warrants, represents, and guarantees
18 that she has no medical expenses arising out of or in any way connected with, directly or indirectly, the
19 facts and/or allegations that form the basis of her lawsuit against Defendants, the occurrences described
20 above, and any consequences thereof, including any released claims, nor does she anticipate any medical
21 expenses arising out of or in any way connected with, directly or indirectly, the facts or allegations that
22 form the basis of her lawsuit against Defendants, the occurrences described above, and any consequences
23 thereof, including any released claims. In the event Medicare asserts such a claim or right of
24 reimbursement now, or at any point in the future, all such claims or rights of reimbursement shall be
25 satisfied from among the proceeds of this settlement, and no additional monies shall ever be requested from
26 or paid by Defendants. This settlement is based upon a good faith determination of the Parties to resolve
27 disputed claims. The Parties have not shifted responsibility of medical treatment to Medicare in
28 contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state

1 and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate
2 such into the settlement terms.

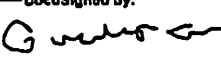
3 Plaintiff warrants that she is not a Medicare beneficiary as of the date of this release. Because
4 Plaintiff is not a Medicare recipient as of the date of this release, no conditional payments have been made
5 by Medicare. While it is impossible to accurately predict the need for medical treatment, this settlement is
6 based upon a good faith determination of the Parties in order to resolve a disputed claim. The Parties have
7 attempted to resolve this matter in compliance with both state and federal law and it is believed that the
8 settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift
9 responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The Parties acknowledge and
10 understand that any present or future action or decision by CMS or Medicare on this settlement, or
11 Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or
12 ineffective, or in any way affect the finality of this liability settlement. Plaintiff waives any right she may
13 have to a private cause of action against the Released Parties under 42 U.S.C. section 1395y(b)(3)(A).

14
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16 **READ CAREFULLY BEFORE SIGNING**

17 Dated: August ¹²____, 2021

PLAINTIFF

18
19 By

DocuSigned by:

98A3192EC8824CB

GUADALUPE IBARRA

20
21 Dated: August ____ , 2021

For Defendants OLYMPIA HEALTH CARE, LLC and
ALECTO HEALTHCARE SERVICES LLC

22
23 By

MICHAEL SARRAO
Executive Vice President / General Counsel

1 and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate
2 such into the settlement terms.

3 Plaintiff warrants that she is not a Medicare beneficiary as of the date of this release. Because
4 Plaintiff is not a Medicare recipient as of the date of this release, no conditional payments have been made
5 by Medicare. While it is impossible to accurately predict the need for medical treatment, this settlement is
6 based upon a good faith determination of the Parties in order to resolve a disputed claim. The Parties have
7 attempted to resolve this matter in compliance with both state and federal law and it is believed that the
8 settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift
9 responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The Parties acknowledge and
10 understand that any present or future action or decision by CMS or Medicare on this settlement, or
11 Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or
12 ineffective, or in any way affect the finality of this liability settlement. Plaintiff waives any right she may
13 have to a private cause of action against the Released Parties under 42 U.S.C. section 1395y(b)(3)(A).

14
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16 **READ CAREFULLY BEFORE SIGNING**

17 Dated: August ____, 2021

PLAINTIFF

18
19 By

GUADALUPE IBARRA

20
21 Dated: August ¹¹ ____, 2021

For Defendants OLYMPIA HEALTH CARE, LLC and
ALECTO HEALTHCARE SERVICES LLC

22
23 By



MICHAEL SARRAO

Executive Vice President / General Counsel

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APPROVED AS TO FORM

Dated: August 12, 2021

THE NOURMAND LAW FIRM, APC

By

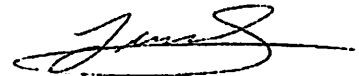


MICHAEL NOURMAND
JAMES A. DESARIO
Attorneys for Plaintiff
GUADALUPE IBARRA

Dated: August 12, 2021

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



TRACEY A. KENNEDY
Y. DOUGLAS YANG
Attorneys for Defendants
OLYMPIA HEALTH CARE, LLC and ALECTO
HEALTHCARE SERVICES LLC

APPROVED AS TO PARAGRAPH 21

Dated: August 12, 2021

For Settlement Administrator SIMPLURIS



MICHAEL SUTHERLAND
Business Performance Consultant

EXHIBIT “A”

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

Re: Payment From *Guadalupe Ibarra v. Olympia Health Care, LLC, et al.*

Dear <<FIRST NAME>> <<LAST NAME>>:

By an Order dated [DATE], you are receiving this notice in connection with a Court-approved settlement in a lawsuit brought on a representative basis under the Private Attorneys General Act of 2004, California Labor Code §2698, *et seq.* (“PAGA”). The plaintiff in the lawsuit is Guadalupe Ibarra (“Plaintiff” or “Ms. Ibarra”), and the defendants are Olympia Health Care, LLC (“Olympia”) and Alecto Healthcare Services LLC (“Alecto”) (collectively “Defendants”), the lawsuit is entitled *Guadalupe Ibarra v. Alecto Healthcare Services LLC; Olympia Health Care, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV19101 (the “Action”).

The settlement provides for the recovery of civil penalties for purported violations of the California Labor Code, on behalf of the State of California and all individuals who worked for Olympia in California as a non-exempt hourly employee during the Settlement Period (May 18, 2019 to March 31, 2021), except for those non-exempt hourly employees who executed settlement agreements, severance agreements, or release agreements with Olympia and/or Alecto (“Aggrieved Employee”). The PAGA statute provides that 75% of any recovery pursuant to the settlement be paid to the State of California, and the remaining 25% of any recovery be paid to the “aggrieved employee” group. You have been identified as one of the individuals on whose behalf the case was brought.

Ms. Ibarra claims Olympia owed penalties under PAGA for alleged violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime, failure to provide meal and rest breaks, failure to provide accurate itemized wage statements, and failure to timely pay wages due during or at separation of employment. Olympia maintains its policies and practices were lawful and that all employees were provided all meal/rest periods and compensation to which they were entitled under the law, and denies that it owes any unpaid wages or penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement the parties reached. In agreeing to this settlement, Defendants do not admit they are at fault or liable in any way.

The Settlement resolves all Labor Code claims arising during the Settlement Period seeking civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged in the Action, including claims for failure to provide minimum wages, overtime wages, meal breaks, rest breaks, provide accurate itemized wage statements, timely pay wages due during or at separation of employment; and claims arising under or relating to the alleged violations of California Labor Code §§ 200, 201-203, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2698, and 2699 *et seq.* (“Released Claims”). The Settlement excludes all other legal claims.

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The settlement check will remain valid for 180 days. Thereafter, all uncashed checks will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of, and for the benefit of, the Aggrieved Employee that did not cash his or her settlement check.

Please Note: 100% of the payment you are receiving in connection with the Settlement will be considered penalties and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

**SIMPLURIS SETTLEMENT ADMINISTRATOR
[ADDRESS]
[TOLL-FREE NUMBER]**