

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Diego Aviles (SBN 315533)

diego@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ANTHONY SHAUN COOPER,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ANTHONY SHAUN COOPER, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

LUCAS HEALTH PARTNERS, LLC, a
California limited liability company doing
business as MORNING SIDE ADULT
HEALTH CARE CENTER; LUCAS
HEALTH CARE, INC., a suspended
California corporation; VARDAN ASIKIAN,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV20050

CLASS ACTION

[Assigned to the Hon. Maren E. Nelson in
Dept. 17]

**FIRST AMENDED JOINT STIPULATION
OF REPRESENTATIVE ACTION
SETTLEMENT**

ACTION FILED: May 26, 2020
TRIAL DATE: None set

1 This First Amended Joint Stipulation of Representative Action Settlement (“Stipulation”) is
2 made and entered into by and between plaintiff Anthony Shaun Cooper (“Plaintiff”), as a
3 representative of aggrieved employees and the State of California, and defendants Lucas Health
4 Partners, LLC (“Lucas Health Partners”) and Vardan Asikian (“Asikian” and collectively with Lucas
5 Health Partners, “Defendants”). Plaintiff and Defendants shall be referred to collectively as the
6 “Parties.”

7 **I. DEFINITIONS**

8 The following definitions are applicable to this Stipulation. Definitions contained elsewhere
9 in this Stipulation will also be effective.

10 1. “**Action**” means the action entitled *Anthony Shaun Cooper v. Lucas Health Partners,*
11 *LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV20050.

12 2. “**Aggrieved Employees**” means all hourly-paid, non-exempt employees who were
13 employed by Defendants in the State of California during the Settlement Period.

14 3. “**Aggrieved Employee List**” means a complete list of all Aggrieved Employees that
15 Defendants will diligently and in good faith compile from their records and provide to the Settlement
16 Administrator within fourteen (14) calendar days after the Effective Date. The Aggrieved Employee
17 List will be formatted as a Microsoft Office Excel spreadsheet and will include each Aggrieved
18 Employee’s: (a) full name, (b) last known address, (c) last known telephone number, (d) Social
19 Security number, and (e) the number of Pay Periods during the Settlement Period.

20 4. “**Attorneys’ Fees and Costs**” means attorneys’ fees agreed upon by the Parties and
21 approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs
22 incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, fees
23 and costs associated with court filings, documenting the Settlement, securing the Court’s approval
24 of the Settlement, and obtaining entry of the Judgment terminating the Action. Plaintiff’s Counsel
25 will request attorneys’ fees from the Court in an amount not to exceed 35% of the Gross Settlement
26 Amount, subject to the Court’s approval. Plaintiff’s Counsel will also request reimbursement of
27 costs incurred by Plaintiff’s Counsel’s litigation and resolution of the Action in an amount up to
28 Twenty Thousand Dollars and Zero Cents (\$20,000.00), subject to the Court’s approval.

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2 5. **“Court”** means the Superior Court of the State of California for the County of Los
3 Angeles or any other court taking jurisdiction of the Action.

4 6. **“Defendants”** mean collectively Lucas Health Partners, LLC and Vardan Asikian.

5 7. **“Effective Date”** means (i) the date the Court enters an order granting approval of the
6 Settlement, provided no appeal or motion for reconsideration or other efforts to obtain review has
7 been filed before said date; (ii) if any timely appeals or motions for reconsideration or review are
8 filed before an order granting approval of the Settlement, the date of final resolution of any such
9 appeals or motions for reconsideration or review have been finally concluded.

10 8. **“Enhancement Payment”** shall mean a payment of \$2,500 to Anthony Shaun Cooper
11 for bringing the instant action.

12 9. **“Gross Settlement Amount”** is the settlement amount of Fifty Thousand Dollars and
13 Zero Cents (\$50,000.00), which Defendants shall pay to resolve the Action. The Gross Settlement
14 Amount includes (a) the payment to the LWDA; (b) all Individual Settlement Payments to Aggrieved
15 Employees; (c) Plaintiff Counsel’s Attorneys’ Fees and Costs; (d) the Enhancement Payment to
16 Plaintiff in the amount of \$2,500; and (e) Settlement Administration Costs.

17 10. **“Individual Settlement Payment”** means the *pro rata* amount payable to each
18 Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments to
19 the Aggrieved Employees.

20 11. **“Judgment”** means the Court’s Judgment approving the Settlement, substantially in
21 the form attached hereto as Exhibit 2, including any revisions required by the Court.

22 12. **“LWDA”** means the California Labor and Workforce Development Agency.

23 13. **“Net Settlement Amount”** means the total amount that will be paid to the LWDA
24 and the Aggrieved Employees pursuant to Paragraphs 32 and 33. The Net Settlement Amount is
25 equivalent to the Gross Settlement Amount less deductions for (a) the Court-approved Settlement
26 Administration Costs and Plaintiff’s Counsel’s Attorneys’ Fees and Costs; (b) the separate payment
27 to Plaintiff in the amount of \$5,000.00; and (c) Settlement Administration Costs.

28 14. **“Operative Complaint”** means the Complaint filed in Los Angeles County Superior

1 Court, Case No. 20STCV20050 on May 26, 2020.

2 15. “**PAGA**” means the Labor Code Private Attorneys General Act of 2004, California
3 Labor Code §§ 2698, *et seq.*

4 16. “**PAGA Payment Letter**” means a letter that the Settlement Administrator will send
5 to each Aggrieved Employee with his or her Individual Settlement Payment, which explains the
6 reason for the Individual Settlement Payment, substantially in the form attached hereto as Exhibit 1,
7 including any revisions required by the Court.

8 17. “**PAGA Notice**” means the notice letter Plaintiff filed with the LWDA and served on
9 Defendants on or about May 22, 2020, under Labor Code section 2699.3 setting forth Defendants’
10 alleged violations of the Labor Code and advising that Plaintiff intended to seek civil penalties
11 pursuant to PAGA, on behalf of himself and other current and former non-exempt employees of
12 Defendants, for those alleged violations, including, without limitation, for alleged violations of
13 California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2 1197, 2802
14 and 2810.5.

15 18. “**Parties**” means Plaintiff and Defendants, collectively.

16 19. “**Workweek**” means the number of workweeks that a Settlement Class Member was
17 employed by Defendants, using hire and termination dates, in a non-exempt, hourly position during
18 the Settlement Period.

19 20. “**Plaintiff**” means plaintiff Anthony Shaun Cooper.

20 21. “**Plaintiff’s Counsel**” means BIBIYAN LAW GROUP, P.C., located at 8484
21 Wilshire Boulevard, Suite 500, Beverly Hills, California, 90211, and its attorneys David D. Bibiyan,
22 Diego Aviles, and Sara Ehsani-Nia.

23 22. “**Released Claims**” means any and all claims, rights, or causes of action seeking civil
24 penalties under PAGA alleged in the PAGA Notice and Operative Complaint, or that could have
25 been alleged based on the facts alleged in the PAGA Notice and Operative Complaint, including, but
26 not limited to: (a) Failure to pay employees for all overtime wages owed (Labor Code §§ 510, 558,
27 1194); (b) Failure to compensate employees with minimum wages for all hours worked (Labor Code
28 §§ 558, 1194, 1194.2, 1197.1); (c) Failure to provide compliant meal breaks or compensation in lieu

thereof (Labor Code §§ 226.7, 512); (d) Failure to authorize or permit employees to take compliant rest breaks or provide compensation in lieu thereof (Labor Code § 226.7); (e) Failure to maintain accurate time records (Labor Code §§ 226, 1174); (f) Failure to provide employees with accurate itemized wage statements (Labor Code §§ 226, 226.3); (g) Failure to timely pay all compensation owed to terminated and/or resigned employees (Labor Code §§ 201, 202, 203); and (h) Failure to comply with the requirements of the Wage Theft Protection Act of 2011 (Labor Code § 2810.5).

23. **“Released Parties”** means Lucas Health Partners, LLC and Vardan Asikian, all of their current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

24. **“Settlement”** shall mean the settlement between the Parties that is memorialized in this Stipulation and subject to Court approval.

25. **“Settlement Administration Costs”** means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement. The Settlement Administration Costs are currently estimated to be no more than One Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$1,970.00); however, in case the Settlement Administration Costs exceed the current estimate of \$1,970, the costs are to be funded from the Gross Settlement Amount. Defendants shall not pay any more than the Gross Settlement Amount

26. **“Settlement Administrator”** means Phoenix Settlement Administrators or any other settlement administrator agreed to by the Parties and approved by the Court.

27. **“Settlement Period”** means the period of time beginning on May 22, 2019 through December 8, 2021.

28. **“Stipulation”** means this Joint Stipulation of Representative Action Settlement, and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to

in writing by the Parties and any exhibits to such amendments.

II. RECITALS

29. **PAGA Notice Letter To The LWDA.** On or about May 22, 2020, Plaintiff filed with the LWDA and served on Defendants a notice letter under Labor Code section 2699.3 setting forth Defendants' alleged violations of the Labor Code and advising that Plaintiff intended to seek civil penalties pursuant to PAGA, on behalf of himself and other current and former non-exempt employees of Defendants, for those alleged violations, including, without limitation, for alleged violations of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2 1197, 2802 and 2810.5 (the "PAGA Notice").

30. **Class Action Filed In Los Angeles County Superior Court.** On or about May 26, 2020, Plaintiff filed a lawsuit in Los Angeles County Superior Court, Case No. 20STCV20050, alleging individual and putative class claims against Defendants for: (1) Failure to pay overtime wages; (2) Failure to pay minimum wages; (3) Failure to provide meal periods or compensation in lieu thereof; (4) Failure to provide rest periods or compensation in lieu thereof; (5) Failure to pay due wages at termination; (6) Failure to provide accurate wage statements; (7) Failure to indemnify work-related expenses; and (8) Unfair business practices (the "Action").

31. **Mediation And Settlement.** On October 8, 2021, the Parties and their counsel participated in a full-day mediation with Nikki Tolt, Esq., a well-respected mediator with considerable experience mediating wage-and-hour class and PAGA actions. In light of Defendants' contention that a valid and enforceable arbitration agreement exists between Plaintiff and Defendants, the Parties were able to settle the Action as to Plaintiff's representative allegations. This Stipulation formalizes the agreement reached by the Parties, which includes an agreement to request dismissal of the class allegations without prejudice by February 28, 2022.

32. **First Amended Complaint, Adding Representative Action Filed In Los Angeles County Superior Court.** After fulfilling the prerequisites required by Labor Code section 2699.3, on or around October 21, 2020, Plaintiff amended the class action lawsuit against Defendants in Los Angeles County Superior Court, Case No. 20STCV20050, adding a cause of action under PAGA for civil penalties under Labor Code sections 226.3, 558, 1197.1 and 2699 in connection with the alleged

violations of the Labor Code set forth in the PAGA Notice.

III. TERMS OF SETTLEMENT

A. Conditional Nature Of The Settlement

33. All Terms Subject To Court Approval. California Labor Code section 2699(1)(2) requires that the Court review and approve any penalties sought as part of a proposed settlement agreement pursuant to PAGA. All amounts and procedures described in this Stipulation are subject to the Court's approval. Should the Court not approve the Settlement, the Parties shall request leave to, and jointly attempt to, modify this settlement and Stipulation in order to obtain the Court's approval.

B. Settlement Consideration and Distributions

34. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to settle this Action, as the same may be escalated pursuant to this Agreement. The Gross Settlement Amount will be used to satisfy all of Defendants' liabilities arising from the Settlement. No portion of the Gross Settlement Amount shall revert to Defendants or result in an unpaid residue. Defendants shall determine between themselves the amount paid by each Defendant; the total amount paid by Defendants shall not, in the aggregate, exceed the Gross Settlement Amount. All Defendants shall be jointly and severally liable for the total Gross Settlement Amount.

35. Deductions From The Gross Settlement Amount. Deductions from the Gross Settlement Amount, all subject to Court approval, shall be made for the following:

Plaintiff's Counsel's Attorneys' Fees And Costs. Plaintiff's Counsel may apply for an award of attorneys' fees and costs, with the fee portion not to exceed thirty-five percent (35%) of the Gross Settlement Amount, and the costs portion not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), according to proof. Plaintiff's Counsel's Attorneys' Fees and Costs will be paid from, and not in addition to, the Gross Settlement Amount. The amount of Attorneys' Fees and Costs shall include all past and future attorneys' fees and costs to Plaintiff's Counsel—including, without limitation, all time and costs expended by Plaintiff's Counsel in defending the Settlement and securing approval of the Settlement (including any appeals) unless, in the event of a material

breach of this Agreement by Defendants, Plaintiff is required to move the Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

a. Any amounts not awarded by the Court under this provision shall be included in the Net Settlement Amount. Defendants agree not to oppose any such application which is consistent with this paragraph; however, the Settlement is not contingent on Plaintiff recovering that or any particular amount as Attorneys' Fees and Costs. Even in the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Stipulation or this Settlement, and it will remain binding.

b. **Settlement Administration Costs.** All Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement Amount. The Settlement Administration Costs include, but are not limited to, the required tax reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed, confirming/auditing claims for payments for compliance with the Settlement, calculating and distributing all payments to be made pursuant to the Settlement, and providing reports and declarations. The amount of Settlement Administration Costs is estimated to be One Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$1,970.00). Defendants agree not to oppose any application that is consistent with this paragraph. If the actual Settlement Administration Costs are less than One Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$1,970.00), those amounts shall be included in the Net Settlement Amount. If the actual Settlement Administration Costs are more than One Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$1,970.00), the amount can be adjusted and shall be paid from the Gross Settlement Amount.

c. **Plaintiff's Enhancement Payment.** Plaintiff may request and apply for an enhancement payment of up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Plaintiff's Enhancement Payment will be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not awarded by the Court under this provision shall be included in the Net Settlement Amount. Defendants agree not to oppose any such application which is consistent with

1 this paragraph; however, the Settlement is not contingent on Plaintiff recovering that or any particular
2 amount as an Enhancement Payment. Even in the event that the Court reduces or does not approve
3 the requested Enhancement Payment, Plaintiff and Plaintiff's Counsel shall not have the right to
4 revoke this Stipulation or this Settlement, and it will remain binding.

5 d. **Net Settlement Amount.** The Net Settlement Amount will be the amount
6 that remains after the Service Payment for Plaintiff, the Settlement Administration Costs, and
7 Plaintiffs' Counsel's Attorneys' Fees and Costs are deducted from the Settlement.

8 36. **LWDA Payment.** Subject to Court approval, the Parties agree that an amount equal
9 to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in settlement
10 of all representative claims alleged by or on behalf of Plaintiff and the Aggrieved Employees.

11 37. **Individual Settlement Payments.** Subject to Court approval, the Parties agree that
12 an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved
13 Employee Portion") will be paid to the Aggrieved Employees in settlement of the Released Claims.
14 Individual Settlement Payments will be calculated and apportioned from the Aggrieved Employee
15 Portion based on the number of Workweeks an Aggrieved Employee worked during the Settlement
16 Period. The Settlement Administrator will determine the total number of Workweeks worked by
17 each Aggrieved Employee during the Settlement Period based on the data provided by Defendants
18 in the Aggrieved Employee List and the aggregate number of Workweeks worked by all Aggrieved
19 Employees during the Settlement Period. To determine each Aggrieved Employee's Individual
20 Settlement Payment, the Settlement Administrator will use the following formula: The Aggrieved
21 Employee Portion will be divided by the aggregate number of Workweeks worked by all Aggrieved
22 Employees during the Settlement Period, resulting in the "Workweek Value." Each Aggrieved
23 Employee's Individual Settlement Payment will be calculated by multiplying each individual
24 Aggrieved Employee's total number of Workweeks by the Workweek Value. The Parties agree that
25 the formula described herein is reasonable and that the payments are designed to provide a fair
26 settlement to each Aggrieved Employee in light of the uncertainties regarding the penalties alleged
27 to be owed and the calculation of such amounts.

28 38. **Tax Treatment Of Settlement Payments.** All Individual Settlement Payments will

be allocated to alleged civil penalties, and IRS Forms 1099-MISC will be issued as necessary. The payment of Plaintiff's Counsel's Attorneys' Fees and Costs will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such forms.

39. **Aggrieved Employees' Tax Liability.** Other than the reporting requirements set forth in Paragraphs 42 and 49, the Aggrieved Employees shall be responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Stipulation. Defendants and Plaintiff's Counsel make no representations, and it is understood and agreed that Defendants and Plaintiff's Counsel have made no representations, as to the taxability of any portions of the Individual Settlement Payments to any Aggrieved Employee, the payment of any costs or an award of attorney fees, or any payments to Plaintiff. The PAGA Payment Letter (Exhibit 1) will inform Aggrieved Employees of the opportunity to seek their own tax advice in connection with their receipt of Individual Settlement Payments.

40. **Defendants' Tax Liability.** The Parties do not expect there to be any employer side taxes arising from this Settlement as it is a settlement of a representative action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

41. **No Credit Towards Benefit Plans.** The Individual Settlement Payments made to Aggrieved Employees under this Settlement will not be utilized to calculate any additional benefits under any benefit plans for which any Aggrieved Employees may be eligible, including, but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention that this Stipulation and Settlement will not affect any rights, contributions, or amounts to which any Aggrieved Employees may be entitled under any benefit plans.

C. Waiver and Releases

42. **The PAGA Release.** Upon the Effective Date, and only to the extent permissible by law, the LWDA each Aggrieved Employee shall fully and finally release and forever discharge Defendants and the Released Parties of the Released Claims arising during the Settlement Period.

43. **Employees Are Bound By The Settlement.** Because this is a PAGA action, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. All Aggrieved Employees will be bound by this Settlement Agreement, upon its approval by the Court, regardless of whether he or she negotiates his or her settlement check.

D. Settlement Administration

44. **Settlement Administrator's Duties In General.** The Settlement Administrator shall be responsible for (a) processing the data provided by Defendants to be used in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the Aggrieved Employees the PAGA Payment Letter (attached hereto as Exhibit 1), as well as following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related agency reporting; (e) filing any required reports with the Court; and (g) all other tasks described in this Stipulation, as to which the Parties mutually agree, and/or which the Court orders the Settlement Administrator to perform.

Defendants and Defendants' Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, and shall not be bound by any contract or agreement entered into between the Settlement Administrator and Plaintiff's Counsel, if any. In addition, the Parties and their counsel shall not bear any responsibility any for errors or omissions by the Settlement Administrator in administering the Settlement.

45. **Delivery Of The Aggrieved Employees List.** Within fourteen (14) calendar days after the Effective Date, Defendants will provide the Aggrieved Employees List to the Settlement Administrator, which shall be made available to Plaintiff's Counsel. The Settlement Administrator shall not use the Aggrieved Employees List or any information contained therein for any purpose other than to administer the Settlement in accordance with this Settlement Agreement.

46. **Funding Of The Gross Settlement Amount.** Within fifteen (15) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a settlement fund to be established by the Settlement Administrator.

47. **Distribution Of Settlement Payments.** Within seven (7) calendar days after Defendants deposit the Gross Settlement Amount into a settlement fund, the Settlement

1 Administrator will issue payments to: (a) the Aggrieved Employees; (b) the LWDA; (c) Plaintiff and
2 (d) Plaintiff's Counsel. The Settlement Administrator will mail Individual Settlement. Payments to
3 the Aggrieved Employees, along with the PAGA Payment Letter (attached as Exhibit 1), via regular
4 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Aggrieved
5 Employees List. The Settlement Administrator will also issue a payment to itself for Court-approved
6 services performed in connection with the Settlement on the twenty-first (21st) day after the Effective
7 Date or upon providing the Declaration of Payment, described in Paragraph 51, whichever is later.

8 48. **Confirmation Of Contact Information.** Prior to mailing the Individual Settlement
9 Payments to the Aggrieved Employees as described in Paragraph 45, the Settlement Administrator
10 will perform a search based on the National Change of Address Database for information to update
11 and correct for any known or identifiable address changes. Any Individual Settlement Payments
12 returned to the Settlement Administrator as non-deliverable will be sent, along with the PAGA
13 Payment Letter, promptly via regular First-Class U.S. Mail, to the forwarding address affixed thereto.
14 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
15 determine the correct address by lawful use of skip-tracing, or other search methods using the name,
16 address, and/or Social Security Number of the Aggrieved Employee involved, and shall, within five
17 (5) court days thereafter, perform a re-mailing if another mailing address is identified. With regard
18 to any Aggrieved Employee whose Individual Settlement Payment is returned as non-deliverable,
19 and for whom the Settlement Administrator is unable to determine a reliable address using reasonable
20 and customary methods, his or her Individual Settlement Payment will escheat to the State of
21 California, in the name of and for the benefit of such Aggrieved Employee.

22 49. **Reports Regarding Settlement Administration.** The Settlement Administrator will
23 provide Defendants' Counsel and Plaintiff's Counsel reports regarding the administration of the
24 Settlement Agreement as needed or requested.

25 50. **Procedures For Uncashed Checks.** Checks for Individual Settlement Payments
26 shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. If a
27 check is returned to the Settlement Administrator as undeliverable during the 180-day period, the
28 Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's

1 correct address, including the performance of a “skip-trace.” If an updated address can be
2 identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and
3 mail it to the Aggrieved Employee at his or her updated address. An Aggrieved Employee who
4 fails to negotiate or receive their Individual Settlement Payment check despite the procedures
5 described herein shall nevertheless remain bound by the Settlement and the release of the Released
6 Claims contained herein.

7 The funds represented by Individual Settlement Payment checks remaining uncashed for
8 more than 180 days after issuance (collectively, the “Uncashed Settlement Checks”) shall be
9 canceled and funds associated with such checks shall be transmitted to the California Controller’s
10 Office, Unclaimed Property Fund.

11 51. **Administration Of Taxes By The Settlement Administrator.** The Settlement
12 Administrator will be responsible for issuing to the Aggrieved Employees and Plaintiff’s Counsel
13 any Form 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to
14 this Settlement.

15 52. **Sending Settlement Agreement And Judgment To LWDA.** Before or concurrent
16 with Plaintiff’s filing of this stipulation for approval of the Settlement, Plaintiff’s Counsel will send
17 this stipulation to the LWDA pursuant to Section 2699(l)(2) of the California Labor Code.

18 53. **Declaration Of Payment.** Within sixty (60) calendar days after the Effective Date,
19 the Settlement Administrator shall prepare a declaration of payment stating that all payments
20 required under the Settlement have been made. Plaintiff’s Counsel shall file the Settlement
21 Administrator’s declaration with the Court if requested.

22 54. **Declaration Regarding Uncashed Settlement Check Funds.** Within ten (10)
23 calendar days after the date the Settlement Administrator transfers the total amount of funds
24 represented by the Uncashed Settlement Checks to the *cy pres* recipient, the Settlement Administrator
25 will prepare a declaration stating the total amount of funds represented by the Uncashed Settlement
26 Checks and confirming that the procedures for the treatment of Uncashed Settlement Checks
27 established by this Stipulation have been followed. Plaintiff’s Counsel shall file the Settlement
28 Administrator’s declaration with the Court if requested.

1 **E. Miscellaneous Provisions**

2 55. **Acknowledgement That The Settlement Is Fair, Adequate, And Reasonable.** The

3 Parties and their respective counsel believe that this Settlement is a fair, adequate, and reasonable
4 settlement of the Action, and they have arrived at this Settlement through arm's length negotiations,
5 taking into account all relevant factors, present and potential.

6 56. **Settlement Period Cut Off.** Defendants represent that there are no more than 549

7 Pay Periods worked during the Settlement Period. In the event the number of Pay Periods worked
8 by Aggrieved Employees increases by more than 10%, or 55 Pay Periods, then the Gross Settlement
9 Amount shall be increased proportionally by the Pay Periods in excess of 604 multiplied by the Pay
10 Period Value. The Pay Periods Value shall be calculated by dividing the Gross Settlement Amount
11 by 549. The Parties agree that the Pay Periods Value is \$91.07 (\$50,000 / 549 Workweeks). Thus,
12 for example, should there be 610 Pay Periods in the Settlement Period, then the Gross Settlement
13 Amount shall be increased by \$ 546.42. ((610 Pay Periods – 604 Pay Periods) x \$91.07/Pay Period.)

14 57. **Mutual Cooperation.** The Parties and their counsel will cooperate with each other

15 and use their best efforts to effect the implementation of the Settlement. Such cooperation shall
16 include, but not be limited to, execution of such other documents and the taking of such other actions
17 as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best
18 efforts, including all efforts contemplated by this Stipulation and any other efforts that may become
19 necessary by Court Order, or otherwise, to effectuate this Stipulation and the terms set forth herein.

20 58. **No Admissions By The Parties.** Plaintiff has claimed and continues to claim that

21 the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim
22 that the Released Claims have no merit and do not give rise to liability. This Agreement is a
23 compromise of disputed claims. Nothing contained in this Agreement and no documents referred to
24 herein and no action taken to carry out this Agreement shall constitute an admission on behalf of
25 Defendants of any form of liability or the accuracy of any allegation made by Plaintiff or Plaintiff's
26 counsel.

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59. **Amendment Or Modification.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

60. **Mutual Drafting Of Agreement.** The Parties agree that the terms of this Stipulation and the accompanying exhibits are the result of substantial, arm's-length negotiations, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or their respective counsel participated in the drafting of this Stipulation.

61. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement.

62. **Binding On Successors And Assigns.** This Stipulation is binding upon, and inures to the benefit of, the Parties' successors and assigns.

63. **Governing Law.** This Stipulation shall be governed by and interpreted according to the laws of the State of California.

64. **Exhibits Incorporated By Reference.** The terms of this Stipulation include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibit to this Stipulation is an integral part of the Settlement.

65. **Invalidity Of Any Provision.** Before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe the provision(s) valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

66. **Notices.** Whenever this Stipulation requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and legal holidays) express delivery service addressed to the address of the Party's counsel appearing in this Stipulation.

67. **Attorneys' Fees And Costs.** The Parties shall bear their own respective attorneys' fees and costs incurred in and/or arising out of the Action, except as otherwise provided for in this

1 Stipulation and as later approved by the Court.

2 68. **Jurisdiction Of The Court.** The Parties agree that the Court shall retain jurisdiction
3 with respect to the interpretation, implementation, and enforcement of the terms of this Agreement
4 and all orders and judgments entered in connection therewith, and the Parties and their respective
5 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
6 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
7 connection therewith.

8 69. **Waiver Of Certain Appeals.** The Parties agree to waive appeals; except, however,
9 that either party may appeal any court order that materially alters the Settlement Agreement's terms.

10 70. **Binding Agreement.** The Parties intend that this Settlement shall be fully
11 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any
12 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
13 otherwise might apply under federal or state law. This Stipulation is also binding upon, and inures
14 to the benefit of, the Parties' successors and assigns.

15 71. **Entire Agreement.** This Stipulation and any attached exhibits constitute the entirety
16 of the Parties' settlement terms as it pertains to this subject matter (*i.e.*, settlement of the Released
17 Claims by Aggrieved Employees). No other prior or contemporaneous written or oral agreements
18 may be deemed binding on the Parties as it pertains to this limited subject matter.

19 72. **Counterparts.** This Stipulation may be executed in one or more counterparts. All
20 executed counterparts and each of them, including facsimile and scanned copies of the signature
21 page, will be deemed to be one and the same instrument provided that counsel for the Parties to this
22 Agreement exchange among themselves copies or originals of the signed counterparts.

23 73. **Parties' Authority.** The signatories to this Stipulation, including any person
24 executing this Stipulation on behalf of a corporate signatory, warrant and represent that they are fully
25 authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions of
26 the Stipulation.

27 ///

28 ///

74. **Dismissal of Class Claims.** Concurrent with or prior to the Court's approval of the PAGA settlement, Plaintiff agrees to dismiss without prejudice Plaintiff's class claims from the operative complaint.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on the dates below. The date of the Stipulation shall be the date of the latest signature.

APPROVED AS TO SUBSTANCE:

DATED: _____, 2022 PLAINTIFF

By: _____
Anthony Shaun Cooper

DATED: _____, 2022 LUCAS HEALTH PARTNERS, LLC

By: _____
Its: _____

DATED: _____, 2022 DEFENDANT VARDAN ASIKIAN

APPROVED AS TO FORM:

DATED: _____, 2022 BIBIYAN LAW GROUP, P.C.

By: _____
David D. Bibiyan
Vedang J. Patel
Attorney for Plaintiff ANTHONY SHAUN COOPER

74. **Dismissal of Class Claims.** Concurrent with or prior to the Court's approval of the PAGA settlement, Plaintiff agrees to dismiss without prejudice Plaintiff's class claims from the operative complaint.

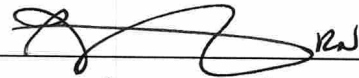
IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on the dates below. The date of the Stipulation shall be the date of the latest signature.

APPROVED AS TO SUBSTANCE:

DATED: _____, 2022 PLAINTIFF

By: _____
Anthony Shaun Cooper

DATED: MAY 20th, 2022 LUCAS HEALTH PARTNERS, LLC


By: ANDRE BAGRAMYAN
Its: MEMBER

DATED: MAY 20th, 2022 DEFENDANT VARDAN ASIKIAN



APPROVED AS TO FORM:

DATED: May 23, 2022 BIBIYAN LAW GROUP, P.C.

Vedang J. Patel
By: _____
David D. Bibiyan
Vedang J. Patel
Attorney for Plaintiff ANTHONY SHAUN COOPER

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DATED: May 23, 2022

KAUFMAN, DOLOWICH & VOLUCK

By: 
Steve R. Belilove
Rosely George

Attorneys for Defendants
LUCAS HEALTH PARTNERS, LLC
VARDAN ASIKIAN