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Attorneys for Plaintiff and the Aggrieved Employees

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

STELLA ASONG, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ST. JOHN OF GOD RETIREMENT AND
CARE CENTER, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV26677

[Assigned for all purposes to the Honorable Daniel
J. Buckley, Dept. 1]

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: August 10, 2021

Time: 1:45 p.m.

Dept.: 1

Complaint Filed: July 10, 2020

Trial Date: None Set

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Stella Asong (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's Counsel has zealously represented the interests of the Aggrieved Employees.

3. On or about June 26, 2020, Plaintiff submitted written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development Agency (“LWDA”) and Defendant St. John of God Retirement and Care Center, Inc. (“Defendant”). As set forth in the PAGA Notice, Plaintiff alleged that Defendant failure to provide off-duty meal and rest periods or pay premium compensation in lieu thereof, pay all wages owed upon separation of employment, and provide accurate itemized wage statements, in violation of California Labor Code §§ 201-203, 226, 226.7, and 512.

4. On July 10, 2020, Plaintiff filed a class and representative action complaint against Defendant in the Superior Court of California, County of Los Angeles, alleging causes of action for: (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 226(a); (4) violation of Business and Professions Code § 17200, *et seq.*; and (5) violation of Labor Code § 2698, *et seq.* (the “Action”). The Complaint asserted class action claims for damages and penalties for Defendant’s failure to provide off-duty meal and rest breaks or pay premium compensation, failure to pay all wages owed upon separation of employment, and failure to provide accurate itemized wage statements, claims for restitution, and claims for penalties under PAGA predicated on the underlying Labor Code violations.

5. On July 28, 2020, the Court deemed this case complex and issued a temporary stay of the Action.

1 6. Shortly thereafter, Defendant produced an arbitration agreement containing a
2 class action waiver for Plaintiff’s counsel’s review and evaluation. Plaintiff and Defendant
3 (together, the “Parties”) also met and conferred regarding the possibility of conducting
4 mediation.

5 7. After further discussion regarding mediator selection, the Parties agreed to engage
6 the services of Kelly A. Knight, Esq. for a private mediation on March 11, 2021.

7 8. In connection with the Parties’ mediation efforts, Defendant provided Plaintiff
8 with Plaintiff’s personnel file, Defendant’s policies and procedures regarding meal and rest
9 periods and electronic communication devices, as well as and the number of Aggrieved
10 Employees and the number of pay periods worked by the Aggrieved Employees in total. The
11 data allowed Plaintiff’s counsel to perform a comprehensive damage analysis in preparation for
12 the mediation.

13 9. Following arm’s-length negotiations and discussions between the Parties, during
14 which the Parties spoke at length about the strengths and weaknesses of each side’s claims and
15 defenses, and the scope of Defendant’s liability, the Parties finalized the settlement terms in the
16 concurrently filed Settlement Agreement. The Settlement encompasses the Parties’ agreement to
17 dismiss Plaintiff’s individual claims with prejudice and Plaintiff’s putative class claims *without*
18 prejudice in light of the enforceable arbitration agreement.

19 10. On July 6, 2021, the Parties filed a stipulation seeking leave for Plaintiff to file a
20 First Amended Complaint. On July 9, 2021, the Court approved the Parties’ stipulation, and, on
21 July 15, 2021, Plaintiff submitted the First Amended Complaint for filing (“Complaint”).

22 **SUMMARY OF THE PROPOSED SETTLEMENT**

23 11. As set forth in the Settlement Agreement, attached hereto as **Exhibit A**, the
24 Aggrieved Employees are defined as “all current and former hourly or non-exempt RN
25 Supervisors of Defendant in California, at any time from July 10, 2019 through the date the court
26 approves this Agreement, or July 31, 2021, whichever date is sooner” (“Aggrieved Employees”).
27 (Settlement Agreement § 1(c).) Based upon Defendant’s records, there are 13 Aggrieved
28 Employees and 358 pay periods during the Covered Time Period. (*Id.* § 2(i).)

1 12. The Settlement Agreement requires Defendant to pay the gross amount of
2 Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) (the “Settlement Sum”). (*Id.* § 1(z).)
3 This is an allocation of the civil penalties for the release of PAGA claims by Aggrieved
4 Employees. (*Id.* §§ 7 and 12.) The balance of the Settlement Sum remaining after deduction of
5 the approved Plaintiff’s Counsel’s fees and costs and claims administration fees (the “Net
6 Settlement Amount”), will be available for distribution to the LWDA and Aggrieved Employees.
7 (*Id.* §§ 1(q) and 7.) Seventy-five percent of the Net Settlement Amount, or approximately
8 \$8,553.06 will be paid to the LWDA for PAGA penalties (“LWDA Net Settlement Amount”).
9 (*Id.* §§ 3(d) and 7.) The remaining twenty-five percent, or approximately \$2,851.02, will be
10 distributed to Aggrieved Employees (“Employee Net Settlement Amount”). (*Id.* §§ 3(e) and 7.)

11 13. The Employee Net Settlement Amount distributed to Aggrieved Employees will
12 be distributed on a pro rata basis, based on the number of pay periods each individual Aggrieved
13 Employee worked during the Covered Time Period. (*Id.* § 7(b).)

14 14. Based on the number of Aggrieved Employees, employees will be entitled to
15 recover, on average, \$219.31 each. The amount any particular Aggrieved Employee will be
16 entitled to recover will be greater or lower than this average depending on the number of pay
17 periods he or she worked. This is fair, as it directly allocates greater penalties to individual
18 Aggrieved Employees who have allegedly suffered greater harm.

19 15. As part of the Settlement Agreement, Defendant does not object to Plaintiff’s
20 Counsel’s request for attorneys’ fees of approximately thirty-three and one-third percent of the
21 Settlement Sum, *i.e.* Eight Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents
22 (\$8,166.67), plus reimbursement of documented litigation costs, subject to the Court approving
23 this Settlement. (Settlement Agreement §§ 3(a) and (b).)

24 16. Finally, the Settlement Agreement provides for the payment of the fees and
25 expenses reasonably incurred by the Claims Administrator. (*Id.* § 3(c).) The Parties have agreed
26 to allocate the amount of \$500.00 for the settlement administration costs. (*Id.*) Further, the
27 Parties have agreed to utilize Phoenix Settlement Administrators to administer the Settlement.
28 (*Id.* § 1(e).)

POTENTIAL CIVIL PENALTIES

17. Using the data provided by Defendant, I performed a comprehensive damages analysis. Pursuant to Labor Code § 2699(f)(2), \$100 is the maximum PAGA penalty available per pay period. Applying a civil penalty of \$100 for each of the 358 pay periods at issue, Defendant's maximum exposure for penalties equals \$35,800.00 (\$100 x 358).

18. The maximum penalty calculation assumes that Plaintiff will prevail on the merits. Plaintiff asserts that her representative PAGA claim is based on the allegation that Defendants failed to provide off-duty meal and rest periods or pay premium compensation in lieu thereof, failed to pay all wages owed upon separation of employment, and failed to provide accurate itemized wage statements. While Plaintiff maintains that there does not exist any reason for reducing PAGA penalties, Plaintiff is aware that Defendant could make a compelling argument to the contrary. Firstly, Defendant has denied violation of any applicable laws and liability for any claims asserted in the Action.

19. Assuming that Plaintiff prevailed on liability under the facts of this case, I appreciate the substantial risk that Defendant could present a persuasive argument that even if the Court ultimately found Defendant's employment practices violative of the Labor Code, the Court has discretion under PAGA to reduce the maximum allowable PAGA penalties at its discretion. Defendant may have sought summary judgment on this issue or proceeded to trial. Should Defendant have prevailed, the State of California and Aggrieved Employees would have been left with zero recovery.

20. I am also aware that Courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found. For example, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.App.5th 504, 517 (2018). Similarly, in the matter of *Magadia v. Wal-Mart Assocs. et al.*, 2019 U.S. Dist. Lexis 91792, while the trial court imposed substantial PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80% of the potential PAGA

1 penalties at issue. *Id.* at *87-*100. Moreover, this was only after the plaintiff in *Magadia* had
2 prevailed after trial. Thereafter, the Ninth Circuit reversed the district court and vacated its
3 award, which resulted in no PAGA recovery at all. *Magadia v. Wal-Mart Associates, Inc.*, 999
4 F.3d 668, 678 (9th Cir. 2021).

5 21. Here, Plaintiff maintains that there does not exist any reason for reducing PAGA
6 penalties. However, Plaintiff is aware that Defendant could make a compelling argument to the
7 contrary. Even if there were a finding of liability, Defendant has argued that these violations
8 were not intentional violations of the law, did not occur every pay period or apply to all
9 employees, and that full penalties would not be merited considering that Defendant is not-for-
10 profit institution and is focused on assisting the underserved. As such, the Court may be
11 disinclined to award full PAGA penalties. On this basis, the Court again may find there is reason
12 to significantly reduce the PAGA penalties awarded.

13 22. I strongly believe that Plaintiff can prevail at trial. However, after taking into
14 account sharply disputed factual and legal issues involved in this litigation, the risks attending
15 further prosecution, including the still-developing law under PAGA, and the substantial benefits
16 to be received pursuant to the compromise and settlement of the litigation, I have concluded that
17 settlement on the terms set forth in the Settlement Agreement is appropriate and in the best
18 interests of Plaintiff and the Aggrieved Employees.

19 **ATTORNEY EXPERIENCE**

20 23. From the inception of the case, Plaintiff's Counsel have zealously represented the
21 interests of Plaintiff and the Aggrieved Employees. The settlement was obtained for the benefit
22 of the Aggrieved Employees.

23 24. My qualifications are as follows: I received a full-tuition scholarship, and
24 graduated from Southwestern Law School in 2013, magna cum laude. I was in the top 5% of my
25 class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern
26 Law Review. I also received awards for achieving the highest grade in my class in several
27 courses. In 2012, I was a full-time extern, at the United States District Court for the Central
28 District. Immediately after law school, I taught several courses at Southwestern, including

1 Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four
2 years.

3 25. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
4 September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted
5 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
6 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

7 26. From February 2016, through Fall 2017, I practiced at the international law firm
8 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
9 companies in Multi-District Litigation primarily in the product liability sphere. I also
10 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
11 judgment decision regarding trade secret issues, in addition to working in several other practice
12 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th
13 Cir. 2018).

14 27. From September 2017, through September 2018, I served as a law clerk to a
15 Judge sitting on the United States District Court, Central District of California. I regularly
16 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
17 working on wage and hour class actions.

18 28. I am currently an attorney at the law firm Diversity Law Group, P.C., an
19 employment law firm that has handled numerous wage and hour class and individual actions, on
20 both plaintiff and defense sides. My current practice focuses on employment matters involving
21 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
22 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
23 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
24 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
25 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
26 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
27 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*
28 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); *Wood v.*

1 *Reeve Trucking Co., Inc.* (Case No. STK-CV-UOE-2018-0004414, San Joaquin County Superior
2 Court); *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior
3 Court), and *Tice v. Trader Joe's Company* (Case No. 20CV00892, Santa Barbara County
4 Superior Court), among others.

5 29. I have been certified as class counsel in a number of cases, including *Smith v.*
6 *Gold Country Health Center, Inc.* (Case No. PC20180491, El Dorado County Superior Court)
7 and *Pantoja v. RAMCO Enterprises, L.P.* (Case No. M126835, Monterey County Superior
8 Court). I have also assisted in numerous wage and hour class action mediations.

9 30. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
10 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
11 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
12 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019). The related case
13 decision was *Chavez v. Converse, Inc.*, 772 Fed. Appx. 571 (June 28, 2019).

14 31. To date, I have incurred approximately 45.2 hours in connection with the
15 litigation of this lawsuit. Attached hereto as **Exhibit B** is a summary of the hours I have incurred
16 to date.

17 32. The total lodestar for my hours will be approximately \$24,860 based on an hourly
18 rate of \$550.00 per hour. I have been approved at an hourly rate of \$550.00 per hour in *James v*
19 *RADC Enterprises, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035
20 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court,
21 Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*,
22 Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v.*
23 *Schindler Elevator Corp.*, Alameda County Superior Court Case No. RG19029640 (March 2,
24 2021), *Martin v. Streetplus Company, LLC*, et al, Los Angeles Superior Court Case No.
25 19STCV15522 (July 13, 2021).

26 33. To date, my office has incurred \$4,429.26 in costs. The costs are all litigation-
27 related costs, including filing fees, mediation fees, postage, and copying fees. Attached hereto as
28 **Exhibit C** is a copy of costs my firm has incurred in connection with the prosecution of this

lawsuit.

34. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 19th day of July 2021, at Los Angeles, California.


Max W. Gavron

EXHIBIT A

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Private Attorneys General Act Settlement Agreement and Release of Claims (“Agreement”) is made by and between Plaintiff Stella Asong (“Plaintiff”) for herself and on behalf of the State of California and all Aggrieved Employees, and St. John of God Retirement and Care Center, Inc., a California corporation (“Defendant”). Plaintiff and the Defendant are collectively referred to as the “Parties” and individually as the “Party.”

Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, pursuant to section 2699 of the California Labor Code, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the PAGA Claims (as defined in Section 1 below) shall be, and hereby are, ended, settled, resolved, and concluded without any admission of fault or liability on the part of the Defendant and by agreement of the Defendant to pay the gross settlement amount of Twenty Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00) as provided in Section 3 below upon the terms and conditions of this Agreement and for the consideration set forth herein.

DEFINITIONS

Section 1: Definitions

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Action” shall refer to the civil action filed by Plaintiff on July 10, 2020, in Los Angeles County Superior Court, Case Number 20STCV26677, titled *Stella Asong, as an individual and on behalf of all others similarly situated v. St. John of God Retirement and Care Center, Inc., et al.* The term “Action” shall include any future amended complaints.

(b) “Agreement” means this Private Attorneys General Act Settlement Agreement and Release of Claims.

(c) “Aggrieved Employees” or “Aggrieved Employee” are defined as all current and former hourly or non-exempt RN Supervisors of Defendant in California, at any time from July 10, 2019 through the date the court approves this Agreement, or July 31, 2021, whichever date is sooner.

(d) “Approval Order” refers to the signed [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims.

(e) “Claims Administrator” shall mean Phoenix Settlement Administrators, the third-party entity jointly selected by the Parties to perform all duties relating to the administration of the PAGA Settlement. The Parties agree that shall be the Claims Administrator subject to the Court’s approval.

(f) “Complaint” means the operative complaint including any amendment thereto filed by Plaintiff in the Action.

(g) “Court” means the Superior Court for the State of California, County of Los Angeles.

(h) “Defendant” or “the Defendant” means the Defendant St. John of God Retirement and Care Center.

(i) “Defense Counsel” means:
Beth A. Kahn, Esq.
Autumn L Moore, Esq.
Ryan C. McKim, Esq.
Clark Hill LLP
1055 W. Seventh Street, 24th Floor
Los Angeles, CA 90017

(j) “Effective Date” of this Agreement shall be the date the Court grants approval of this Agreement by signing the [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims (which includes, without limitation, a dismissal with prejudice of the PAGA Claims) in accordance with the terms and conditions of this Agreement.

(k) “Employee Net Settlement Amount” refers to the sum that constitutes twenty-five percent (25%) of the Net Settlement Amount.

(l) “Employee Settlement Share” means the portion of the Employee Net Settlement Amount that shall be paid to the Aggrieved Employees per the terms and conditions of this Agreement, which shall be determined by the calculations provided in Section 7 of this Agreement.

(m) “Judgment” means the method by which the Court adopts and approves the terms of the Settlement, enters the Approval Order, and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

(n) “LWDA” means the State of California Labor and Workforce Development Agency.

(o) “LWDA Notice” refers collectively to the notice Plaintiff sent to the LWDA on June 26, 2020 giving notice of her intent to pursue a representative PAGA action, on behalf of herself, the State of California, and other allegedly aggrieved employees.

(p) “LWDA Net Settlement Amount” refers to the sum that constitutes seventy-five percent (75%) of the Net Settlement Amount.

(q) “Net Settlement Amount” refers to the amount remaining from the Settlement Sum after deducting Plaintiff’s Counsel’s fees, costs, expenses, and the costs of the Claims Administrator from the Settlement Sum.

(r) “Notice of PAGA Settlement” means the letter mutually agreed upon by the Parties and attached as Exhibit A hereto that will be sent by the Claims Administrator to the Aggrieved Employees notifying them of the PAGA Settlement.

(s) “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

(t) “PAGA Claims” means any and all claims, demands, rights, liabilities, and/or causes of action for penalties pursuant to PAGA, Labor Code Section 2698 et seq., that were asserted in Plaintiff’s LWDA Notice and/or the Action for alleged violation of Labor Code sections 201, 202, 203, 226, 226.7, 512, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001.

(u) “Parties” means Plaintiff and Defendant. “Party” refers to Plaintiff or Defendant individually.

(v) “Plaintiff’s Counsel” refers to:

Max W. Gavron, Esq.
Diversity Law Group, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

(w) “Released Parties” means the Defendant, all of its respective current and former parents, subsidiaries, predecessors and successors, affiliates, corporate members, administrators, operators, shareholders, and their affiliated entities (including affiliated tax-exempt charitable corporations) and each of their respective owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, claim representatives, and their future trustees, parent companies, subsidiaries, divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

(x) “Covered Time Period” means the period between July 10, 2019, through the date the court approves this Agreement, or July 31, 2021, whichever date is sooner.

(y) “Settlement” means the complete disposition of the PAGA Claims and all related claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorney’s fees and costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities effectuated by this Agreement.

(z) “Settlement Sum” means the total gross settlement amount Twenty Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00) to be paid by the Defendant to fully and finally settle, resolve and conclude the PAGA Claims and all related attorney’s fees and costs as provided under this Agreement, without any admission of fault or liability.

NATURE OF ACTION

Section 2: Background

(a) On June 26, 2020, Plaintiff sent notice to the LWDA of her intent to pursue a representative PAGA action, on behalf of herself, the State of California and other allegedly aggrieved employees.

(b) On July 10, 2020, Plaintiff filed the Action. The Action was brought on an individual basis, and on a representative basis under PAGA on behalf of the State of California and other allegedly aggrieved employees. The Action contains a representative claim on behalf of Plaintiff, the State of California and other allegedly aggrieved employees under PAGA based on alleged violations of the California Labor Code.

(c) Plaintiff alleges that the Defendant did not provide Plaintiff and the Aggrieved Employees with any opportunity to take uninterrupted rest or meal breaks, did not properly compensate Plaintiff and the Aggrieved Employees for any alleged missed or interrupted rest or meal breaks, did not provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements, engaged in unlawful business practices in violation of California Business & Professions Code Section 17200, et seq. and violated California Labor Code section 2698, et seq. all in alleged violation of California Labor Code Sections 201, 202, 203, 226, 226.7, 512, 558, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiff seeks relief individually and on a representative basis under PAGA on behalf of the State of California and the Aggrieved Employees. Plaintiff further seeks attorney’s fees and costs individually and on behalf of the State of California and the Aggrieved Employees.

(d) The Defendant disputes all of the allegations and causes of action asserted in the Action and denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and Plaintiff’s PAGA letter (the LWDA Notice). The Defendant contends, among other things, that at all times during the Covered Time Period, they made good faith efforts to comply with the California Labor Code, the related California Industrial Welfare Commission Orders, and all other applicable wage or employment laws, and further contend that the Action is without merit.

(e) The Parties engaged in informal discovery regarding the Defendant’s policies, practices, operations, time and payroll information and other topics related to this Action. This informal discovery included the production of documents pursuant to the settlement/mediation privilege. The Parties reached this Settlement only after informal discovery and investigation were performed.

(f) The Parties participated in a mediation with mediator Kelly Knight of Judicate West and reached the subject Settlement.

(g) In light of Defendant's assertion of an arbitration agreement with a class action waiver, the Parties agree that as part of this Settlement, Plaintiff shall file a First Amended Complaint, which dismisses her putative class claims and claim under Business & Professions Code § 17200, et seq., and asserts a single cause of action for violation of the PAGA, premised on Defendant's alleged violation of Labor Code sections 201, 202, 203, 226, 226.7, 512, and 2698, et seq. The First Amended Complaint shall not assert any individual causes of action on behalf of Plaintiff.

(h) The Settlement embodied in this Agreement contemplates (a) filing a first amended complaint which dismisses her putative class claims and claim under Business & Professions Code § 17200, et seq., (b) issuance of a Court Order approving the Settlement, (c) entry of Judgment enforcing the terms of the Settlement, and retaining jurisdiction, (d) discharge of the Defendant from liability for any and all claims relating to the PAGA Claims (as defined in Section 1 above), (e) release by Plaintiff, the State of California and all Aggrieved Employees of all PAGA Claims against the Released Parties as more particularly set forth in Section 12, and (f) all Parties bearing their respective fees and costs except as expressly provided in this Agreement.

(i) Defendant represents that there are 13 Aggrieved Employees, who worked 358 pay periods between July 10, 2019, and January 31, 2021. Plaintiff premises this settlement on that representation. Plaintiff understands that Defendant may hire up to 1 RN supervisor by July 31, 2021 and this will not impact the settlement herein.

SETTLEMENT FUNDS

Section 3: Allocation of the Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), the Defendant agrees to pay the Settlement Sum in the gross amount of Twenty Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00), which is the total and all-inclusive amount the Defendant will be obligated to pay under the Settlement embodied by this Agreement. Under no circumstances will the Defendant be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims by Plaintiff, the State of California and Aggrieved Employees, issuance of the Approval Order and Judgment) provided in this Agreement. The Settlement Sum, the maximum which the Defendant can pay under this Agreement, comprises the following:

(a) Plaintiff's Counsel, Diversity Law Group, P.C. shall request a thirty-three and one-third percent (33.33%) attorney fee to procure the PAGA penalties, namely the total sum Eight Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,166.67). If Plaintiff's Counsel's request for 33.33% of the Settlement Sum is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiff agrees that other than the attorney fees approved by the Court herein, there are no liens

for attorney fees arising out of the prosecution of the PAGA Claims.

(b) Plaintiff's Counsel shall request the Court to approve Plaintiff's Counsel's costs to be established by Plaintiff's Counsel up to Seven Thousand Dollars and Zero Cents (\$7,000.00) incurred in prosecuting the PAGA Claims. The costs approved by the Court shall be paid from the Settlement Sum. If Plaintiff's Counsel's request of up to Seven Thousand Dollars and Zero Cents (\$7,000.00) for costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiff agrees that other than the costs approved by the Court herein, there are no liens for costs arising out of the prosecution of the PAGA Claims.

(c) Plaintiff's Counsel shall request up to Five Hundred Dollars and Zero Cents (\$500.00) of the Settlement Sum as payment to the Claims Administrator for costs incurred by the Claims Administrator in connection with the Settlement including, but not limited to, mailing of the Notice of PAGA Settlement described herein, and distributing the Settlement Sum. The Claims Administrator costs shall not exceed Five Hundred Dollars and Zero Cents (\$500.00). To the extent that the costs of the Claims Administrator exceed this amount, such costs shall be paid from the Settlement Sum; to the extent such costs are below this amount, the difference shall be added to the Net Settlement Amount.

(d) Plaintiff's Counsel shall request that 75% of the Net Settlement Amount, be distributed to the LWDA; and

(e) Plaintiff's Counsel shall request that 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees.

IMPLEMENTATION OF SETTLEMENT

Section 4: Court Approval

Because this Action involves PAGA claims, this Agreement requires approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's unconditional approval of this Settlement, the terms and conditions of this Agreement, and dismissal of the putative class action claims and claim under Business & Professions Code § 17200, et seq. If Court approval is not given or the Approval Order is not entered under the specific terms requested, this entire Agreement shall automatically be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever, except the operative complaint shall be the complaint filed on July 10, 2020 notwithstanding any amended complaint file pursuant to this Agreement.

The Parties and their respective counsel shall take all steps that may be required by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the application for approval and unconditionally issue the Approval Order and Judgment, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in an effort to resolve the dispute and to resubmit the Agreement with revisions that are

acceptable to the Parties and the Court.

The Parties will jointly submit the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims in connection with a motion to be filed by Plaintiff for such an order unconditionally approving this Agreement.

Section 5: Notice

Notice. Notice shall be provided in the following manner:

(a) No later than fifteen (15) days after the Settlement becomes Final, as defined below, the Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees' List shall state the first name and last name for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for the Defendant during the Covered Time Period. "Final" shall mean the latest of the following dates, as applicable: (i) the date the Court of Appeal or the California Supreme Court has rendered a final ruling affirming the trial court's final approval of the Settlement without material modification; or (ii) the date that the deadline for seeking appellate review of the trial court's final approval of the Settlement has passed without the filing of a timely appeal or timely request for review.

(b) Upon receipt of the Aggrieved Employees List, the Claims Administrator shall run all addresses of the Aggrieved Employees through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. No later than thirty (30) calendar days after the Settlement becomes Final, as defined above, the Claims Administrator shall mail the Employee Settlement Share checks to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Employee Settlement Share checks to any forwarding addresses, and to return all undeliverable Employee Settlement Share checks to the Claims Administrator. A letter approved by the Parties ("Notice of PAGA Settlement" attached hereto as Exhibit A) in advance of the motion to be filed by Plaintiff in connection with the Parties' submission of the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims, will be included in the mailing of each Aggrieved Employee's Employee Settlement Share check. It will be conclusively presumed that an Aggrieved Employee's Employee Settlement Share check was received if such check has not been returned within twenty-one (21) days of the original mailing. The date of the initial mailing of the Employee Settlement Share check shall be conclusively determined according to the records of the Claims Administrator.

(c) No later than thirty (30) days after the Settlement Agreement Becomes Final, the Claims Administrator shall mail the LWDA and Plaintiff's Counsel their respective shares of the Settlement Sum.

(d) Within fifteen (15) days of receipt of the Settlement Sum by the Claims Administrator from the Defendant, the Claims Administrator shall pay itself up to the Five Hundred Dollars (\$500.00) allocated to it for administration fees.

Section 6: Settlement Payment Deposit

No later than 15 days after the Effective Date, the Defendant shall deposit the Settlement Sum with the Claims Administrator.

Section 7: PAGA Payments

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's Counsel's fees and costs and the costs of claim administration collectively referenced in Section 3(a), (b), and (c) from the Settlement Sum, which will yield the "Net Settlement Amount." Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA ("LWDA Net Settlement Amount"); the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees based on the following formula:

(a) The LWDA Net Settlement Amount shall be sent to LWDA by the Claims Administrator in accordance with the deadlines established in Section 5 (c) above.

(b) Plaintiff and each Aggrieved Employee shall receive a portion of the Employee Net Settlement Amount on a pro-rata basis by multiplying the Employee Net Settlement Amount by the ratio of (i) the number of pay periods worked by the Aggrieved Employee any time during the Covered Time Period to (ii) the total number of pay periods worked by all Aggrieved Employees during the Covered Time Period. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement. ("Employee Settlement Share").

(c) The Parties recognize that the settlement amounts to be paid to the Aggrieved Employee are penalties. The parties agree that the Aggrieved Employee payments shall be reported as interest and penalties on IRS Form 1099 and its state and local equivalent.

(d) To the extent any Aggrieved Employee disputes any aspect of his or her payment, that Aggrieved Employee must produce supporting evidence to the settlement administrator. Defendant's records will be presumed determinative.

(e) The settlement checks issued to the Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, those checks will be cancelled and all unclaimed funds shall be transmitted to cy pres recipient, Legal Aid at Work, pursuant to California Code of Civil Procedure section 384.

JUDGMENT

Section 8: Judgment

Plaintiff will submit the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims to be entered by the Court to enforce this Agreement and enter Judgment in accordance with the terms of this Agreement. In

connection with the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims, the Parties will submit a proposed final judgment requesting the entry of judgment in the amount of Twenty Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00). Following payment of the Settlement Sum, the Parties will submit a stipulated satisfaction of judgment advising the Court that the judgment has been satisfied.

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 9: No Admission

The Defendant disputes the allegations and each and every cause of action in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability, unlawful conduct, or wrongdoing by the Released Parties.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement. Neither the existence of this Settlement nor anything contained in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, shall be construed or deemed a waiver of the Defendant's rights to compel arbitration of any dispute with any Aggrieved Employee.

None of the documents produced or created by the Defendant, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by the Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 10: Non-Evidentiary Use

Whether or not the Approval Order is executed and entered by the Court, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as,

or deemed to be evidence for any purpose adverse to any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any other civil, criminal, and/or administrative action or proceeding, except for the purposes of effectuating the Settlement pursuant to this Agreement and/or for the Released Parties to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement. Either Party, however, may introduce the Agreement as evidence in an action to enforce its terms.

Section 11: Nullification

(a) If (i) the Court should for any reason fail to approve this Settlement in the specific form agreed to by the Parties as described in this Agreement or (ii) the Court should for any reason fail to enter the Approval Order, or (iii) the Approval Order is reversed, modified, or declared or rendered void, or (iv) the Court should for any reason fail to enter judgment on the PAGA Claims, then this Agreement shall be considered null and void.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (ii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; (iii) the Defendant would not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement, and all previous disbursements (if any) from the Settlement Sum will immediately be paid back to the Defendant by the person(s) and/or entity who received such disbursement; and (iv) the operative complaint shall be the complaint filed on July 10, 2020 notwithstanding any amended complaint file pursuant to this Agreement.

(b) If the Court approves this Settlement on terms and conditions that are materially different than those set forth in the Approval Order, then Plaintiff and the Defendant will each have the right to void the Settlement, which the Party must do by giving written notice to the other Party and the Court not later than ten (10) business days after the Court's entry of the Approval Order.

(c) If Plaintiff revokes the settlement of her individual claims, then Defendant will have the right to void the Settlement by giving written notice to the Plaintiff's Counsel and the Court not later than ten (10) business days after the revocation. If Defendant voids the Settlement pursuant to this paragraph, the operative complaint shall be the complaint filed on July 10, 2020 notwithstanding any amended complaint file pursuant to this Agreement.

(d) From the time the Parties enter this Agreement until it is approved or nullified, pursuant to the terms above, the Parties agree that the statutes of limitations for claims brought by Plaintiff shall be tolled, pending review and anticipated approval of the Agreement by the Court.

RELEASE AND WAIVER OF CLAIMS

Section 12: Release

Upon entry of the Approval Order by the Court approving payment of the PAGA penalties

as described in this Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under the California Private Attorneys' General Act ("PAGA") that accrued during the Covered Time Period and that were asserted in Plaintiff's LWDA notice letter or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code sections 201, 202, 203, 226, 226.7, 512, and 2698, et seq. Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA Claims and constitute settlement of all PAGA Claims.

Nothing in this Agreement is intended to or shall preclude Plaintiff and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiff and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiff and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiff executes this Agreement, without regard as to who brought said complaint or charge.

Section 13: Miscellaneous Provisions

(a) No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on distribution of the Settlement Sum (including, without limitation, the LWDA Net Settlement Amount, the Employee Net Settlement Amount, and/or the Employee Settlement Share) made in accordance with this Agreement.

(b) In the event any taxing authority asserts that Plaintiff failed to pay any tax liability resulting from the payments made hereunder, and the Defendant is made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter collectively referred to as "Tax Payments") to a taxing authority as a result of the payments to Plaintiff made hereunder, Plaintiff shall fully defend, indemnify and reimburse the Defendant and/or their insurer(s) for any and all such Tax Payments upon demand and reasonable verification of sums paid.

(c) This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

(d) The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by all of the Parties (or their successors in interest) and their counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

(e) None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employees or Plaintiff's Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

(f) This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

(g) Plaintiff's Counsel and Plaintiff jointly and severally represent and warrant to the Defendant that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees and/or costs arising out of the Action or the Settlement contemplated hereby.

(h) Plaintiff's counsel represents that they do not represent anyone in connection with a potential claim against Released Parties. This provision is not intended to, and shall not, restrict any individual's right to the counsel of his or her choice, including Plaintiff's counsel.

(i) This Agreement sets forth the entire agreement between the Parties regarding the PAGA Claims being settled herein and supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, correspondence between Plaintiff's Counsel and Defense Counsel. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement, except as expressly set forth in this Agreement.

(j) Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(k) This Agreement and any amendments may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile signature or signature scanned and sent by electronic mail shall have the same force and effect as an original signature. This Agreement may not be executed using docusign or any other similar software.

(l) Should any portion of this Agreement be declared or be determined to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provisions as valid to the fullest extent possible consistent

with applicable law and precedents so as to define all provisions of this Agreement valid and enforceable.

(m) Except as expressly provided herein, each Party shall bear their own attorney's fees and costs. No Aggrieved Employee (including, but not limited to, Plaintiff) or Plaintiff's Counsel or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Sum in relation to the subject matter of this Agreement except as expressly provided herein.

(n) Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Plaintiff's Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

(o) This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

(p) The Parties agree that upon the occurrence of the entry of Judgment pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret, enforce and effectuate the terms, conditions and obligation of the Agreement.

(q) The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of the provisions in the Agreement.

(r) The Parties agree that this settlement is fair, adequate, and reasonable, and will so represent to the Court. In addition, mediator Kelly Knight may, at his discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Kelly Knight to discuss the settlement, and whether the settlement is fair and reasonable.

(s) The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including without limitation all efforts contemplated by this Agreement, to effectuate this Agreement and the terms set forth herein.

(t) Plaintiff and her counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet website, or have any communication with the press about the Action, and/or the fact, amount or terms of the settlement. Before the date of the filing of the motion for approval of the Settlement, Plaintiff and her counsel will not initiate any contact with Aggrieved Employees or anyone else about the settlement, except that: (a) Plaintiff's Counsel, if contacted by an Aggrieved Employees, may respond that a

settlement has been reached; and (b) the Plaintiff, if contacted by an Aggrieved Employees, may respond only that the Aggrieved Employees should contact Plaintiff's Counsel. If the Plaintiff or Plaintiff's Counsel violates this paragraph of this Agreement, including without limitation, by making a disclosure to any non-Aggrieved Employees that (a) a settlement has been reached or (b) any of the terms of the settlement, before the Court has approved the Settlement, Defendant may rescind the Settlement, rendering it null and void.

(u) The Parties represent and acknowledge that they have carefully read and understand all of the provisions of this Agreement. The Parties represent and acknowledge that they have been advised in writing, and have been afforded the right and opportunity to, consult with an attorney prior to executing this Agreement. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. The Parties further acknowledge and confirm that the only consideration for their signing this Agreement is the terms and conditions expressly stated in this Agreement, and that no other promise, representation, warranty, inducement or agreement of any kind, other than those set out in this Agreement regarding the PAGA Claims, has been made to them by any person to cause them to sign this Agreement.

(v) Each Party acknowledges and agrees that:

(1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

(2) Each Party (a) has relied exclusively upon her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(3) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

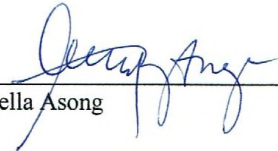
(x) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement and amend the complaint to dismiss the class action allegations and state a claim under PAGA.

IN WITNESS WHEREOF the Parties have voluntarily executed this Private Attorneys General Act Settlement Agreement and Release of Claims on the date(s) set forth below. By signing this Agreement, each Party stipulates, agrees, and warrants as follows:

(i) that the person signing this Agreement will not challenge or contest in any way the capacity or authority of any Party hereto to enter into this Agreement; and (ii) that the person signing this Agreement has the necessary and appropriate authority and capacity to enter into this Agreement and to make this Agreement fully binding upon and enforceable against the Party on whose behalf the Agreement was signed.

APPROVED AND ACCEPTED.

Dated: July 08, 2021



Stella Asong

Dated: July ____, 2021

St. John of God Retirement and Care Center

By: _____
[Print Name] _____
[Title] _____

(x) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement and amend the complaint to dismiss the class action allegations and state a claim under PAGA.

IN WITNESS WHEREOF the Parties have voluntarily executed this Private Attorneys General Act Settlement Agreement and Release of Claims on the date(s) set forth below. By signing this Agreement, each Party stipulates, agrees, and warrants as follows:

(i) that the person signing this Agreement will not challenge or contest in any way the capacity or authority of any Party hereto to enter into this Agreement; and (ii) that the person signing this Agreement has the necessary and appropriate authority and capacity to enter into this Agreement and to make this Agreement fully binding upon and enforceable against the Party on whose behalf the Agreement was signed.

APPROVED AND ACCEPTED.

Dated: July ____, 2021

Stella Asong

Dated: July 6, 2021

St. John of God Retirement and Care Center

By: *OLL*

[Print Name] Marinor Ifurung

[Title] HR Director

EXHIBIT B

Asong v. St. John of God Retirement and Care Center
Time and Task Chart for Max W. Gavron

Hours	Description of Work
6.5	Factual investigation, review of client documents, and analysis regarding proposed claims in advance of drafting complaint.
3.4	Legal research re off-duty meal period requirements where employees required to retain communication devices for purposes of strategizing and drafting complaint.
1.1	Draft and revise PAGA letter; confer with client re same.
2.9	Draft and revise complaint; analyze and review file to prepare for drafting complaint.
2.4	Meet and confer with Defense counsel re prospect of mediation and discuss type of information required to conduct analysis of claims; draft request for informal data for Defendant to produce in advance of mediation.
3.8	Analyze and review data provided by Defendant in advance of mediation; draft and revise mediation brief and conduct damages analysis.
10.5	Prepare for and attend mediation; confer with client re same.
6.9	Draft and revise memorandum of understanding, settlement agreement; confer with defense counsel re same.
1.0	Draft and revise first amended complaint and stipulation re the same.
6.7	Draft and revise motion for approval and supporting documents.
45.2	TOTAL HOURS

EXHIBIT C

7/13/2021
10:56 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Asong, Stella v. St. John PAGA
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
68069	EXP	Olympia	1	75.00	75.00
6/30/2020		Court fees			
WIP		Asong, Stella v. St. John PAG			
LWDA					
68070	EXP	Olympia	1	0.375	0.38
6/30/2020		Photocopies			
WIP		Asong, Stella v. St. John PAG			
Photocopies					
68072	EXP	Olympia	1	3.70	3.70
6/30/2020		Postage			
WIP		Asong, Stella v. St. John PAG			
Postage					
68074	EXP	Olympia	1	1638.95	1638.95
7/10/2020		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service					
68075	EXP	Olympia	1	38.87	38.87
7/27/2020		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service					
68077	EXP	Olympia	8	0.25	2.00
7/31/2020		Photocopies			
WIP		Asong, Stella v. St. John PAG			
Photocopies					
68079	EXP	Olympia	1	0.40	0.40
7/31/2020		Postage			
WIP		Asong, Stella v. St. John PAG			
Postage					
68083	EXP	Olympia	1	20.79	20.79
8/6/2020		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - POS of Summons					

7/13/2021
10:56 AM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
68081	EXP	Olympia	1	41.67	41.67
8/6/2020		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - Notice of ISC					
68085	EXP	Olympia	1	50.40	50.40
1/13/2021		Court fees			
WIP		Asong, Stella v. St. John PAG			
Case Anywhere					
68087	EXP	Olympia	1	2325.00	2325.00
2/18/2021		Arbitrators			
WIP		Asong, Stella v. St. John PAG			
Judicate West Mediation					
68089	EXP	Olympia	1	27.97	27.97
3/23/2021		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - Request for Dismissal					
68091	EXP	Olympia	1	38.48	38.48
4/2/2021		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - Stipulation to Cont ISC					
68093	EXP	Olympia	1	24.73	24.73
4/2/2021		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - Stipulation to Continue ISC Chamber Copy					
68095	EXP	Olympia	1	60.00	60.00
4/6/2021		Court fees			
WIP		Asong, Stella v. St. John PAG			
Case Anywhere					
68097	EXP	Olympia	1	20.92	20.92
6/2/2021		Atty Service			
WIP		Asong, Stella v. St. John PAG			
Attorney Service - CMS					
68099	EXP	Olympia	1	60.00	60.00
7/8/2021		Court fees			
WIP		Asong, Stella v. St. John PAG			
Case Anywhere					
Grand Total					
Billable			0.00		4429.26

7/13/2021
10:56 AM

DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
	Unbillable	0.00		0.00
	Total	0.00		4429.26

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On July 19, 2021, I served the following document(s) described as: **DECLARATION**
11 **OF MAX W. GAVRON IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE**
12 **SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS**
13 **GENERAL ACT** on the interested parties in this action as follows:

14 Beth A. Kahn
15 bkahn@clarkhill.com
16 Ryan C. McKim
17 rmckim@clarkhill.com
18 CLARK HILL LLP
19 1055 West Seventh Street, 24th Floor
20 Los Angeles, California 90017
21 *Attorneys for Defendant*
22 *ST. JOHN OF GOD RETIREMENT AND CARE CENTER*

23 X BY ELECTRONIC MAIL: by personally sending a true and correct copy
24 of the above-described document(s) to the party(ies) listed above or on the attached mailing list
25 from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
26 indicated above or on the attached mailing list. I certify that said electronic transmission was
27 completed and that all pages were received by the party(ies) identified herein or on the attached
28 mailing list.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on July 19, 2021, at Los Angeles, California.

24 
25 _____
26 Erika Mejia
27
28