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9 Attorneys for Plaintiff MAURICE HARPER

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF YOLO

12 MAURICE HARPER, as an aggrieved
13 employee pursuant to the Private
Attorneys General Act (PAGA)

14 Plaintiff,

15 v.

16 RIVER BEND HOLDINGS, LLC; BVHC,
17 LLC; CPE HR, INC.; and DOES 1 to 20,
18 inclusive,

19 Defendants.

Case No. CV2020-1233

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

20
21 This Joint Stipulation of Settlement and Release (hereinafter "Stipulation of Settlement")
22 is made and entered into by and between MAURICE HARPER ("Plaintiff" or "PAGA
23 Representative") individually and on behalf of himself, the State of California and all other
24 allegedly similarly aggrieved employees ("PAGA Members") on the one hand, and RIVER
25 BEND HOLDINGS, LLC, BVHC, LLC, and CPE HR, INC. ("Defendants") on the other.

26 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and
27 those persons Plaintiff represents as PAGA Members as provided herein, and on Defendants and
28

1 its/ their present and former parents, affiliated or related companies, shareholders, officers,
2 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or
3 entity which could be jointly liable with Defendants, and their respective counsel, subject to the
4 terms and conditions hereof and the Court's approval.

5 THE PARTIES STIPULATE AND AGREE as follows:

6 1. Plaintiff and Defendant are collectively referred to herein as "the Parties."

7 2. On or about June 22, 2020, Plaintiff filed online a Private Attorneys General Act
8 ("PAGA") letter with the Labor and Workforce Development Agency, asserting various
9 California Labor Code violations against Defendants. On August 25, 2020, Plaintiff filed an
10 Amended PAGA letter with the LWDA, and on May 28, 2021, Plaintiff filed a Second Amended
11 PAGA letter.

12 3. On September 18, 2020, Plaintiff filed his PAGA Complaint for Damages
13 ("Complaint") in the above captioned action against Defendants in Yolo County Superior Court
14 ("Lawsuit" or "Action")

15 4. Plaintiff's Complaint alleges the following causes of action: Civil Penalties
16 Pursuant to Private Attorney General Act, Labor Code section 2689, *et seq.* His alleged Labor
17 Code infractions form the basis for civil penalties under PAGA. Plaintiff's Complaint seeks to
18 recover damages, including, but not limited to, PAGA civil penalties, interest including pre- and
19 post-judgment, injunctive relief, and attorneys' fees and costs.

20 5. Defendants deny all material claims and allegations and asserts numerous
21 affirmative defenses, including, but not limited to, failure to state a claim, failure to exhaust
22 administrative remedies, statute of limitations, waiver, laches, constitutionality, set off, lack of
23 willfulness, good faith dispute, unjust enrichment, estoppel, no subsequent violations, not an
24 aggrieved employee, and unmanageability.

25 6. Through arms-length, serious negotiations conducted with a qualified neutral
26 third-party mediator, Russ Wunderli, and additional settlement discussions following mediation,
27 the Parties have reached a settlement of all PAGA claims brought in the Lawsuit ("Settlement")
28 The Parties conducted an all-day mediation session with the neutral mediator after the exchange

1 of information to allow the parties to evaluate the merits of Plaintiff's claims and the merits of
2 Defendants' defenses to those claims. The negotiation between the parties was adversarial and
3 contentious, while remaining professional. The parties were unable to reach a resolution during
4 mediation, but continued settlement discussions following mediation and were eventually able to
5 reach a settlement. These negotiations allowed the parties to reach a final resolution as to
6 Plaintiff's claims under the Private Attorneys General Act, which will be submitted to the
7 LWDA, and to the above captioned Court for approval, pursuant to Labor Code section
8 2699(1)(2). The Parties now enter into this detailed, formalized settlement agreement with respect
9 to the PAGA cause of action, subject to the Court's approval of the Settlement.

10 7. For purposes of this Settlement, the "Settlement Group" and/or "PAGA Members"
11 shall consist of all non-exempt employees who worked for RIVER BEND HOLDINGS, LLC in
12 the state of California between June 22, 2019 and the date of Court approval of the Settlement.

13 8. Defendants deny any liability or wrongdoing of any kind whatsoever associated
14 with the claims and allegations alleged in Plaintiff's Complaint and LWDA Notice Letter. As to
15 Plaintiff's representative PAGA claims, Defendants further deny that, for any purpose other than
16 settling this Lawsuit, these claims are appropriate for PAGA representative treatment, and
17 contend, among other things, that they/ it have complied with all applicable state, federal and
18 local laws regarding the payment of wages, accurate wage statements, and meal and rest period
19 provisions.

20 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
21 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice
22 Letters in this case and that could have been alleged. To achieve a full and complete release of
23 Defendants, Plaintiff, PAGA Counsel, and each PAGA Member acknowledge that this
24 Stipulation of Settlement is intended to include in its effect all claims alleged, and that could have
25 been alleged, in the LWDA Notice Letters and the Action, and all Released Claims against all
26 Released Parties (as defined herein) as of the date of the Court's approval of this Settlement.

27 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
28 full and complete settlement and release of all PAGA claims alleged in or that could have been

1 alleged in, and arising from or related to the allegations of, the Complaint and the LWDA Notice
2 Letter brought against Defendants, which release includes in its effect RIVER BEND
3 HOLDINGS, LLC, BVHC, LLC, and CPE HR, INC., and all other present and former owners,
4 parents, affiliated or related companies, shareholders, officers, directors, employees, agents,
5 attorneys, insurers, and successors and assigns of Defendants, and any individual or entity which
6 could be jointly liable with Defendants.

7 11. Counsel for the PAGA Members has conducted a thorough investigation into the
8 facts of this representative case, including an extensive review of relevant documents and data,
9 and has diligently investigated PAGA Members' claims against Defendants. Based on their own
10 independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement
11 with Defendants for the consideration and on the terms set forth in this Stipulation of Settlement
12 is fair, reasonable and adequate and is in the best interest of Plaintiff and PAGA Members in light
13 of all known facts and circumstances, including the risk of significant delay, the numerous
14 defenses asserted by Defendants, and various potential appellate issues.

15 12. The Parties agree to cooperate and take all steps necessary and appropriate to
16 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
17 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
18 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
19 documents generated to bring it into effect—will be null and void, and the Parties will be returned
20 to their respective positions.

21 13. This Settlement provides for mailing of an explanatory notice (as set forth in
22 Exhibit A below) and payment of Settlement Awards to all PAGA Members according to a
23 specified formula as provided herein. The gross total payment under the Settlement, including all
24 attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other
25 payments provided by this Settlement is \$150,000.00. It is understood and agreed that
26 Defendants' total liability under this Settlement shall not exceed \$150,000.00. It is further
27 understood and agreed that Defendants shall have no obligation to pay any person, entity or
28 organization more than the total liability under this Settlement as set forth above, which includes

1 the total amount of: (1) the Settlement Awards to the Settlement Group; (2) the attorneys' fees
2 and costs approved by the Court; (3) the actual fees and expenses of the Settlement
3 Administrator; and (4) the enhancement payment to Plaintiff, and (5) payment to the State of
4 California pursuant to PAGA.

5 TERMS OF SETTLEMENT

6 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
7 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

8 a. It is agreed by and among Plaintiff and Defendants that any PAGA claims,
9 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice
10 Letter and this Action or that could have been included in the LWDA Notice Letter and this
11 Action, be settled and compromised as between the Plaintiff, Settlement Group (including
12 Plaintiff) and Defendants, subject to the terms and conditions set forth in this Stipulation of
13 Settlement and approval by the Court.

14 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
15 shall become effective when all of the following events have occurred: (i) this Stipulation of
16 Settlement has been executed by all Parties and by counsel for the Settlement Group and
17 Defendant; (ii) the Plaintiff/PAGA Representative has signed a release per Paragraph 14; (iii) the
18 Court has approved the PAGA Settlement.

19 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
20 terms of this Settlement, Defendants agree to pay a gross settlement amount of \$150,000.00
21 ("Gross Settlement Amount")

22 i. At no time shall Defendants have the obligation to segregate the
23 funds comprising the Gross Settlement Amount, and Defendants shall retain exclusive authority
24 over and responsibility for those funds subject to disbursement of funds necessary for the
25 payment of the Settlement Awards, the approved attorneys' fees and costs, the actual settlement
26 administration fees and expenses, the enhancement payment to the PAGA Representative, and
27 any other payments provided by this Settlement. All Settlement Awards for the PAGA Members,
28 all attorneys' fees, costs, fees and expenses of the Settlement Administrator, and other payments

provided by this Settlement shall be paid out of the Gross Settlement Amount.

The Net Settlement Amount shall be calculated by deducting all attorneys' fees and costs, the actual fees and expenses of the Settlement Administrator, and the PAGA Representative's enhancement award from the Gross Settlement Amount ("Net Settlement Amount") Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys' fees and costs, the PAGA Representative's enhancement award, and any other payments provided by this Settlement, shall be included in the Net Settlement Amount. The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based on Defendant River Bend Holdings, LLC's records and paid out of the Net Settlement Amount as detailed in section (d) below. The Gross Settlement Amount shall be paid within 30 days after the Settlement becomes final and effective under Paragraph 14(b)

d. California Private Attorneys' General Act Allocation: Seventy-five Percent (75%) of the Net Settlement Amount will be paid to the State of California LWDA pursuant to the California Private Attorneys General Act forty-five (45) days after the Settlement becomes final and effective under Paragraph 14(b) and the remaining 25% is paid as Settlement Awards to the PAGA Members. The Settlement Awards will be calculated by the Settlement Administrator based on Defendant River Bend Holdings, LLC's records and paid out of the Net Settlement Amount as detailed in section (e) below.

e. Settlement Awards: The Settlement Administrator shall first determine for each PAGA Member the number of pay periods during which he or she worked for Defendant River Bend Holdings, LLC. during the PAGA Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement Period to determine each individual Settlement Award. The Settlement Award process is discussed further below.

f. Allocation and Taxability of Settlement Awards: The individual Settlement Awards payable to PAGA Members shall be allocated entirely to alleged unpaid

1 penalties and unpaid interest, for which IRS Forms 1099 MISC will issue to PAGA Members.
2 Each PAGA Member shall be individually responsible for the employee's share of taxes
3 attributable to receipt of any payments under this Settlement.

4 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
5 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
6 year in which such awards actually are received by the PAGA Members. It is expressly
7 understood and agreed that the receipt of such Settlement Awards will not entitle any PAGA
8 Member to additional compensation or benefits under any company bonus, contest or other
9 compensation or benefit plan or agreement in place during the period covered by the Settlement,
10 nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching
11 benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be
12 made from the Settlement Awards. It is the intent of this Settlement that the Settlement Awards
13 provided for in this Agreement are the sole payments to be made by Defendants to PAGA
14 Members in connection with this Settlement, and that the PAGA Members are not entitled to any
15 new or additional compensation or benefits as a result of having received the Settlement Awards
16 (notwithstanding any contrary language or agreement in any benefit or compensation plan
17 document that might have been in effect during the period covered by this Settlement)

18 h. Attorneys' Fees and Attorneys' Costs: Subject to Court approval,
19 Attorneys' fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount,
20 as set forth below. The Court-approved attorneys' fees and costs will be paid out of the Escrow
21 Account to PAGA Counsel within 30 days after the Settlement becomes final and effective under
22 Paragraph 14(b) Attorneys' fees and costs are discussed further below.

23 i. Settlement Administrator: The fees of the Settlement Administrator for
24 work done shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
25 any reason under Paragraph 14(b) above, the Parties shall evenly split the settlement
26 administration costs regardless of the outcome of the Settlement. Rust consulting has provided an
27 estimate for the settlement administration fees at \$6,455.00. The Court-approved Settlement
28 Administrator's expenses will be paid within 30 days after the Settlement becomes final and

1 effective under Paragraph 14(b) The Settlement Administrator is discussed further below.

2 j. PAGA Representative Enhancement Payment: Plaintiff, as the PAGA
3 Representative, will receive an Enhancement Payment in an amount not to exceed Ten Thousand
4 Dollars and No Cents (\$10,000.00) to compensate him for the risks, time, and expense of his
5 involvement in the Action, for securing the benefits of this Agreement for the State of California
6 and PAGA Members, and for his general release of all claims he may have against Defendants in
7 his individual capacity. The Enhancement Payment is in addition to the any amount Plaintiff
8 would otherwise be due under the Agreement as a PAGA Member.

9 SETTLEMENT ADMINISTRATION

10 15. The Parties will agree to the appointment Rust Consulting as the Settlement
11 Administrator; however, the Parties shall have the right to select or substitute a different
12 Settlement Administrator by mutual agreement at any time. The Settlement Administrator will
13 send an agreed upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along
14 with the Settlement Award to all PAGA Members as discussed herein. The Settlement
15 Administrator will calculate the Settlement Award amounts due to PAGA Members in
16 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
17 summary or narrative form, the substance of its findings. Upon receipt of funds from Defendants
18 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send
19 out the Settlement Awards to PAGA Members. Tax treatment of the Settlement Awards will be
20 as set forth herein, and in accordance with state and federal tax laws. The Settlement
21 Administrator shall issue and file all necessary tax reporting forms (e.g., IRS forms 1099 to
22 PAGA Counsel and PAGA Members) arising from distribution of the Gross Settlement Amount
23 as provided herein. All disputes relating to the Settlement Administrator's performance of duties
24 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
25 and conditions of this Stipulation of Settlement until all payments and obligations contemplated
26 by this Stipulation of Settlement have been fully carried out.

27 ATTORNEYS' FEES AND COSTS

28 16. In consideration for settling this matter and in exchange for the release of claims

1 by the Settlement Group, and subject to approval or modification by the Court, PAGA Counsel's
2 attorneys' fees shall be subtracted from the Gross Settlement Amount as approved by the Court.
3 Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount to be approved by
4 the Court not to exceed 40% of the Gross Settlement Amount, that is \$60,000.00. In addition,
5 and also subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-
6 pocket expenses, in an amount to be approved by the Court, and not to exceed \$4,500.00. Subject
7 to the maximum application amount of these above stated amounts, attorneys' fees and costs
8 approved by the Court will cover all work performed and all fees and costs incurred to date, and
9 all work to be performed and all fees and costs to be incurred in connection with the approval by
10 the Court of this Stipulation of Settlement, the administration of the Settlement, and final
11 judgment in this case. The attorneys' fees and costs approved by the Court shall be paid out of
12 the Settlement Administrator's Escrow Account to PAGA Counsel within 30 days after the
13 Settlement becomes final and effective under Paragraph 14(b) above.

14 SETTLEMENT AWARD ADMINISTRATION

15 17. Thirty (30) calendar days after the Settlement becomes final and effective under
16 Paragraph 14(b) Defendants shall provide to the Settlement Administrator a spreadsheet, which
17 will list for each PAGA Member the PAGA Member's name, last-known address, last-known
18 telephone number, employment commencement date, and if applicable, employment termination
19 date. This spreadsheet shall be based on Defendants' payroll and other business records. The
20 Settlement Administrator will run a check of the PAGA Members' address against those on file
21 with the U.S. Postal Service's National Change of Address Database. Within 45 calendar days
22 after the Settlement becomes final, the Settlement Administrator will mail the Notice
23 accompanying the Settlement Award to all PAGA Members.

24 a. Prior to the mailing of the Notice and Settlement Award, the Settlement
25 Administrator will search for updated addresses through the U.S. Postal Service's National
26 Address Database. Notices returned to the Settlement Administrator as non-delivered shall be re-
27 mailed to the forwarding address, if any, on the returned envelope; any returned envelopes with
28 forwarding addresses will be used by the Settlement Administrator to forward the Notice to

1 PAGA Members. If no forwarding address is provided, the Settlement Administrator will
2 perform a computer search for a new address and an additional skip tracing pursuant to its usual
3 and customary procedures.

4 b. All costs associated with the Notices are part of, and included within, the
5 Gross Settlement Amount.

6 SETTLEMENT AWARD PROCESS

7 18. Within 45 days after the Settlement becomes final and effective under Paragraph
8 14(b) the Settlement Award checks, paid from the Escrow Account, will be mailed to PAGA
9 Members along with the Notice. Settlement Award checks shall remain valid and negotiable for
10 90 calendar days from the date of issuance and will be cancelled by the Settlement Administrator
11 if not cashed within that time. The checks provided to PAGA Members shall prominently state
12 the checks will expire in 90 calendar days, or alternatively, such a statement may be made in the
13 explanatory notice accompanying the check. PAGA Members shall be bound by the Settlement
14 whether or not they cash a Settlement Award Check.

15 19. Any unclaimed funds in the Settlement Administrator's account as a result of a
16 failure to timely cash a settlement check shall be handled by the Settlement Administrator and be
17 issued to the California Department of Unclaimed Property.

18 RELEASED CLAIMS

19 20. Upon approval by the Court of this Stipulation of Settlement, each PAGA
20 Member, including Plaintiff, and the State of California fully releases and discharges Defendants,
21 its/ their present and former owners, parents, affiliated or related companies, shareholders,
22 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
23 individual or entity which could be jointly liable with Defendants ("Released Parties") from any
24 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
25 fees, damages, interest, penalties, action or causes of action of any nature under state, federal or
26 local law arising out of the facts alleged in the Complaint and the LWDA Notice Letter relating to
27 the PAGA cause of action, and any other PAGA claims that were raised or could have been raised
28 or relate to those that were raised in the LWDA Notice Letter and Lawsuit including without

1 limitation representative claims, civil penalties, other related claims and/or civil penalties
2 ("PAGA Released Claims") By and through this Settlement each PAGA Member and the State
3 of California forever agrees it, he, she shall not be entitled to pursue, accept or recover damages
4 for any PAGA Released Claims against the Released Parties from June 22, 2019 to Court
5 approval of this Settlement.

6 21. Upon approval by the Court of this Stipulation of Settlement, Plaintiff further fully
7 releases and discharges all Released Parties, from any and all known and unknown claims, debts,
8 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest,
9 penalties, action or causes of action of any nature under state, federal or local law regarding any
10 aspect of his employment including, any common law or statutory torts, any federal, state or
11 governmental constitution, statute, regulation or ordinance, and any claim for wages, tips or any
12 other compensation or benefit. Plaintiff expressly waives any and all rights under Section 1542 of
13 the California Civil Code, and any like provision or principal of common law in any foreign
14 jurisdiction. Section 1542 provides as follows, "A general release does not extend to claims that
15 the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
16 executing the release and that, if known by him or her, would have materially affected his or her
17 settlement with the debtor or released party." Notwithstanding the provisions of Section 1542,
18 and for the purpose of implementing a full and complete release, this Agreement is intended to
19 include, without limitation, claims and causes of action that Plaintiff does not know or suspect to
20 exist in his favor at the time of execution hereof and that this Agreement contemplates
21 extinguishment of all such claims and causes of action.

22 **PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT**

23 22. The Parties shall promptly submit this Stipulation of Settlement to the Court
24 within one week of all signatures being obtained. This Settlement shall remain confidential until
25 filed with the Court. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall
26 apply to the Court for entry of an order approving the PAGA Settlement consistent with the terms
27 provided herein.
28

1 PARTIES' AUTHORITY

2 23. The signatories hereto hereby represent that they are fully authorized to enter into
3 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

4 MUTUAL FULL COOPERATION

5 24. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including but not limited to, execution of such documents and taking
7 such other action as reasonably may be necessary to implement the terms of this Stipulation of
8 Settlement. Once the Settlement is final and effective, the Parties agree to seek final dismissal of
9 the Lawsuit. The Parties to this Stipulation of Settlement shall use their best efforts, including all
10 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
11 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
12 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
13 PAGA Counsel shall, with the assistance and cooperation of Defendants and their counsel, take
14 all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

15 NO PRIOR ASSIGNMENTS

16 25. The Parties and their counsel represent, covenant and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
18 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
19 action or right herein released and discharged except as set forth herein.

20 NO ADMISSION

21 26. Nothing herein shall constitute any admission by Defendants of wrongdoing or
22 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute
23 an admission by Defendants that the Lawsuit was properly brought as a representative action
24 other than for settlement purposes. To the contrary, Defendants have denied and continue to deny
25 each and every material factual allegation and alleged claim asserted in the Lawsuit. To this end,
26 the settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and
27 all acts performed or documents executed pursuant to or in furtherance of this Stipulation of
28 Settlement or the settlement are not, shall not be deemed to be, and may not be used as, an

1 admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of
2 any of the factual allegations in the Lawsuit; and are not, shall not be deemed to be, and may not
3 be used as, an admission or evidence of any fault or omission on the part of Defendants in any
4 civil, criminal or administrative proceeding any court, administrative agency or other tribunal.

5 CONSTRUCTION

6 27. The Parties hereto agree that the terms and conditions of this Stipulation of
7 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
8 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor
9 of or against any party by reason of the extent to which any party or his, her or its counsel
10 participated in the drafting of this Stipulation of Settlement. All Parties have contributed to the
11 preparation and drafting of this Settlement Agreement.

12 CAPTIONS AND INTERPRETATIONS

13 28. Paragraph titles or captions contained herein are inserted as a matter of
14 convenience and for reference, and in no way define, limit, extend or describe the scope of this
15 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
16 contractual and not merely a recital.

17 MODIFICATION

18 29. This Stipulation of Settlement may not be changed, altered or modified, except in
19 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
20 Settlement may not be discharged except by performance in accordance with its terms or by a
21 writing signed by the Parties hereto.

22 INTEGRATION CLAUSE

23 30. This Stipulation of Settlement contains the entire agreement between the Parties
24 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous
25 agreements, understandings, representations and statements, whether oral or written and whether
26 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
27 except in writing.

1 BINDING ON ASSIGNS

2 31. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
3 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

4 PAGA MEMBER SIGNATORIES

5 32. It is agreed that because the PAGA Members are so numerous, it is impossible or
6 impractical to have each PAGA Member execute this Stipulation of Settlement. Further, it is not
7 legally required for each PAGA Member to sign in order for the Settlement to be binding upon
8 the State of California and PAGA Members.

9 COUNTERPARTS

10 33. This Stipulation of Settlement may be executed in counterparts and by facsimile
11 signatures, and when each party has signed and delivered at least one such counterpart, each
12 counterpart, including email and PDF versions, shall be deemed an original and, when taken
13 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
14 upon and effective as to all Parties.

15 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

16 34. The PAGA Representative agrees that he will not publicize this litigation or this
17 Settlement in any manner. The PAGA Representative and PAGA Counsel agree that they will
18 not issue any press releases, initiate any contact with the press, respond to any press inquiry, or
19 have any communication with the press about this case. If contacted by the press or media,
20 Plaintiff may only state that the case has been resolved. The PAGA Representative will refrain
21 from discussing the terms or the fact of this Settlement with third parties other than: (1) his
22 immediate family members; and (2) his accountants or lawyers as necessary for tax purposes. If
23 he is asked by any person or entity about the matter, he may only state that the case has been
24 resolved.

25 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
26 Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set
27 forth below:
28

1 **PLAINTIFF AND PAGA REPRESENTATIVE**

2 Dated: Jul 2, 2021

PLAINTIFF MAURICE HARPER

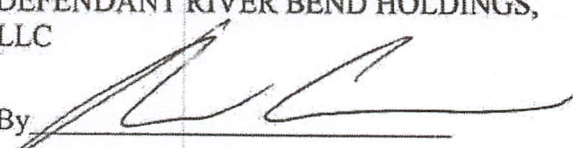
3 By Maurice Harper
4 Maurice Harper (Jul 2, 2021 18:39 PDT)

5 MAURICE HARPER

6 **DEFENDANTS**

7 Dated: 6/29/2021

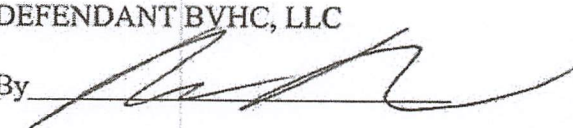
8 DEFENDANT RIVER BEND HOLDINGS,
9 LLC

10 By 

11 on Behalf of RIVER BEND HOLDINGS,
12 LLC.

13 Dated: 6/29/2021

DEFENDANT BVHC, LLC

14 By 

15 on Behalf of BVHC, LLC.

16 Dated: _____

17 DEFENDANT CPE HR, INC.

18 By _____

19 on Behalf of CPE HR, INC.

1 **PLAINTIFF AND PAGA REPRESENTATIVE**

2 Dated: Jul 2, 2021

PLAINTIFF MAURICE HARPER

3 By Maurice Harper
4 Maurice Harper (Jul 2, 2021 18:39 PDT)
5 MAURICE HARPER

6 **DEFENDANTS**

7 Dated: _____

DEFENDANT RIVER BEND HOLDINGS,
8 LLC

9 By _____

10 on Behalf of RIVER BEND HOLDINGS,
11 LLC.

12 Dated: _____

DEFENDANT BVHC, LLC

14 By _____

15 on Behalf of BVHC, LLC.

16 Dated: 6/29/21

DEFENDANT CPE HR, INC.

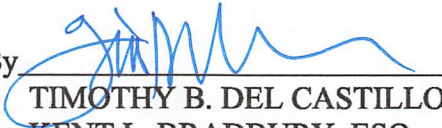
18 By _____

19 on Behalf of CPE HR, INC.

1 **PLAINTIFF'S COUNSEL**

2
3 Dated: 07/06/2021

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

4
5
6 By 
7 TIMOTHY B. DEL CASTILLO, ESQ.
8 KENT L. BRADBURY, ESQ.
Attorneys for Plaintiff

9 **DEFENDANT'S COUNSEL**

10
11 Dated: _____

DECASTRO LAW GROUP

12
13 By 
14 JOSE- MANUEL A. DE CASTRO, ESQ.
15 Attorneys for Defendants
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EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Harper v. Rover Bend Holdings, LLC et al.
Superior Court of the State of California for the County Yolo

Case No. CV2020-1233

[Settlement Administrator]

[Name]

[Address]

[Name]

[Address]

You are receiving this Notice because of a lawsuit brought by a former employee of River Bend Nursing Center ("Plaintiff"), against Defendants River Bend Holdings, LLC, BVHC, LLC, and CPE HR, Inc. ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA")

Defendants strongly deny these claims and deny that they owe any penalties. To avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves and releases all the claims that were asserted and could have been asserted in the lawsuit on behalf of all employees who worked in California for RIVER BEND HOLDINGS, LLC. any time during the period from June 6, 2019 through and including [REDACTED] ("PAGA Members")

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for ninety (90) days. Checks remaining un-cashed for more than 90 days after issuance will be tendered to the California Department of Unclaimed Property within fourteen (14) calendar days from the date on which PAGA Members' checks become void.

The scope of the claims being released encompasses all of the claims asserted in Plaintiff's PAGA Notice and Complaint filed with the Court, including: (1) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5-2001, § 4 (Failure to Pay Minimum Wages); (2) Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records); (3) Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 11(A) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); (4) Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); (5) Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements); (6) Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages); (7) Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 5-2001, § 3 (Failure to Pay Overtime Wages)

The payment will be reported to you on a form 1099, and you, not Defendants, are responsible for any taxes that may be owed on the amounts paid to you.