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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

AMBER CARTAGENA, an individual, on
behalf of the State of California and all aggrieved
employees,

Plaintiff,

vs.

IMPACT HEALTHCARE, a business of
unknown formation; HEALTHCARE
CALIFORNIA, a business of unknown
formation, and DOES 1 through 20, inclusive;

Defendants.

Case No. VCU283955

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: August 17, 2020

Trial Date: Not Yet Set

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
 2 entered into by and between Plaintiff Amber Cartagena (“Plaintiff”), on behalf of herself and as a
 3 representative of the state of California and the Aggrieved Employees (as defined in paragraph 2,
 4 below), on the one hand, and Defendants Impact Healthcare and Healthcare California
 5 (collectively “Defendants”) on the other hand (collectively, the “Parties”), and is made in
 6 compromise of disputed claims. The Parties agree that the above-entitled representative action
 7 shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of
 8 the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
 9 of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

10 DEFINITIONS

11 1. “**Action**” means and refers to *Amber Cartagena v. Impact Healthcare, Healthcare*
 12 *California, et al.*, Case No. VCU283955, which is currently pending in the Tulare County Superior
 13 Court of the State of California.

14 2. “**Aggrieved Employees**” means Plaintiff and all individuals who are or were
 15 employed by Defendants in California as home healthcare clinicians during the PAGA Period.

16 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
 17 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
 18 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
 19 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
 20 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

21 4. “**Court**” means the California Superior Court, County of Tulare.

22 5. “**Defendants**” means Impact Healthcare and Healthcare California

23 1. “**Effective Date**” shall be the date the Court’s order approving the settlement and
 24 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the
 25 Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the date that the court
 26 enters its order granting approval; (ii) if an appeal is filed, the date affirmance of an appeal of the
 27 Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from
 28

1 the Judgment or the final dismissal of any proceeding on review of any court of appeal decision
2 relating to the Judgment.

3 6. **“Final Order and Judgment”** means the proposed order granting approval of the
4 Settlement and entering Judgment, in the form substantially similar to that attached to this
5 Agreement as Exhibit “B.”

6 7. **“Gross Settlement Amount”** means a maximum total of \$190,000.00, which
7 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
8 Representative Plaintiff Enhancement Award; Settlement Administration Costs; and PAGA
9 Counsel Attorneys’ Fees and Costs as awarded by the Court.

10 8. **“LWDA Payment”** means a payment to the California Labor Workforce and
11 Development Agency in an amount equal to 75% of the Net Settlement Amount.

12 9. **“Net Settlement Amount”** is the Gross Settlement Amount less all of the following:
13 PAGA Counsel’s Attorneys’ Fees and Costs, Representative Plaintiff’s Enhancement Award, and
14 Settlement Administration Costs.

15 10. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
16 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
17 with the settlement of the PAGA Claim.

18 11. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
19 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
20 the Action.

21 12. **“PAGA Counsel”** means Jonathan Melmed of Melmed Law Group P.C. and Craig
22 J. Ackermann of Ackermann & Tilajef, P.C.

23 13. **“PAGA Period”** means August 26, 2019 through February 17, 2021.

24 14. **“Released Claims”** means any and all claims that are pled in the Action, or which
25 could have been pursued in the Action under PAGA, based on the factual allegations in the Action
26 that arose during the PAGA Period, including but not limited to: failure to pay for rest breaks and
27 non-productive time, failure to authorize or permit compliant meal periods, failure to issue accurate
28 itemized wage statements, failure to maintain accurate records, and failure to timely pay wages,

1 pursuant to Labor Code sections 201, 202, 203, 2014, 210, 226, 226.7, 510, 512, 1994, 1194.2, 1197,
2 1198.

3 15. **“Released Parties”** means Defendants and each of their subsidiaries, affiliates,
4 parent companies, shareholders, members, owners, officers, employees, attorneys, representatives,
5 agents, predecessors, successors, and assigns, and any individual or entity which could be jointly
6 liable with Defendants.

7 16. **“Representative Plaintiff”** means Plaintiff Amber Cartagena.

8 17. **“Settlement Administrator”** shall mean ILYM Group, Inc., a neutral third-party
9 administrator chosen by the Parties, subject to approval by the Court.

10 **RECITALS**

11 18. On August 17, 2020, Plaintiff filed a Class Action Complaint in the Superior Court
12 of the State of California, County of Tulare in a case styled *Amber Cartagena v. Impact Healthcare,*
13 *et al.*, Case No. VCU283955.

14 19. On August 26, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
15 Development Agency (“LWDA”), with a copy to Defendants.

16 20. On December 17, 2020, Plaintiff filed her First Amended Complaint adding a PAGA
17 cause of action.

18 21. On January 8, 2021, Defendants filed a motion to compel arbitration. After
19 discussions between counsel, on February 4, 2021, Plaintiff filed her Second Amended Complaint
20 dismissing her class claims without prejudice and alleging only a single cause of action for PAGA
21 penalties based on Defendants’ violations of California Labor Code §§ 201, 202, 203, 226, 226.2,
22 226.3, 226.7, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, and 1198, applicable Wage Orders.

23 22. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
24 attorneys’ fees and costs.

25 23. The Parties have conducted a thorough investigation into the facts of the Action. This
26 included exchanging data and information as well as documents relating to the underlying alleged
27 violations. After attending a mediation with Hon. Howard Braodman, (Ret.) on February 17, 2021,
28 the Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,

1 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative
 2 Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the
 3 Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff
 4 and the Aggrieved Employees have against Defendants or any persons or companies affiliated with
 5 Defendants.

6 24. The Parties enter into this Settlement Agreement on a conditional basis. In the event
 7 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
 8 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
 9 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

10 25. Defendants deny all of the claims in the Action, and do not waive, but rather
 11 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural,
 12 and factual grounds should this Settlement Agreement not become final. This Settlement
 13 Agreement reflects a compromise reached to end litigation.

14 26. The Parties stipulate and agree to the following terms of this Settlement Agreement
 15 with the intent that this Agreement finally disposes of the Action with prejudice.

16 **TERMS AND CONDITIONS**

17 27. **Settlement Payments and Calculation of Claims.** The following table summarizes
 18 the allocation of the Gross Settlement Amount:

19 <u>Gross Settlement Amount of \$190,000.00 Is Broken Down As Follows:</u>	
20	• PAGA Counsel Attorneys' Fees not to exceed \$63,333.33 .
21	• PAGA Counsel Costs not to exceed \$15,000.00 .
22	• Up to \$5,000.00 for Enhancement to Named Plaintiff Amber Cartagena
23	• Settlement Administration Costs, not to exceed \$7,500.00 .
24	• Approximately \$99,166.67 for the Net Settlement Amount:
25	○ 25% of the Net Settlement Amount for the PAGA Aggrieved
26	Employee Payment (approximately \$24,791.67)
27	○ 75% of the Net Settlement Amount for the LWDA Payment
28	(approximately \$74,375.00)

26 28. Subject to final Court approval and the conditions specified in this Agreement, and
 27 in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree
 28 to pay the Gross Settlement Amount of \$190,000.00. The Gross Settlement Amount includes, but

1 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any
2 enhancement payment to the Representative Plaintiff, PAGA Payment Amount, and Settlement
3 Administration Costs. The Gross Settlement Amount shall not increase, unless the total number of
4 pay periods at the end of the PAGA Period exceeds 1,320, in which case the Gross Settlement
5 Amount shall increase proportionally for each additional pay period worked over 1,320. The Parties
6 agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

7 a. Settlement Administration Fees and Costs: The fees and costs associated
8 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
9 tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross
10 Settlement Amount and are estimated to be up to \$7,500.00. The Parties agree to use ILYM Group,
11 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
12 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
13 approved amount will be added to the Net Settlement Amount to be distributed based on the formula
14 set forth in subsection 26.d.

15 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
16 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
17 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees (\$63,333.33),
18 plus actual litigation costs (including but not limited to Representative Plaintiff's portion of the
19 mediation fee), not to exceed \$15,000.00. To the extent attorneys' fees and costs are not approved
20 by the Court in the amounts set forth above, and the order becomes final, then then the non-approved
21 amounts will be added to the Net Settlement Amount to be distributed based on the formula set forth
22 in subsection 28.d.

23 c. Representative Plaintiff's Enhancement Award: The Parties agree that,
24 subject to the Court's review and approval, Representative Plaintiff will receive a \$5,000.00
25 enhancement award for her services in bringing the Action on behalf of the Aggrieved Employees,
26 which will be paid from the Gross Settlement Amount. If the enhancement award approved by the
27 Court is less than \$5,000.00 and the order becomes final, then the non-approved amount will be
28 added to the Net Settlement Amount to be distributed based on the formula set forth in subsection

1 28.d.

2 d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
3 and Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award
4 from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement
5 Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA
6 Aggrieved Employee Payment. The Net Settlement Amount of approximately \$99,166.67 shall be
7 allocated 75% to the LWDA Payment, which is estimated to total \$74,375.00 (\$99,166.67 x 75%).
8 The remaining 25% of the Net Settlement Amount, estimated to total \$24,791.67 (\$99,166.67 x
9 25%), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved
10 Employees on a *pro rata* basis as noted below, which shall be referred to as the Aggrieved
11 Employee's "**Individual PAGA Payment.**"

12 Example:

13 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
14 All Aggrieved Employees were actively employed a combined total of 1,200 pay periods during the
15 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
16 follows:

- 17 ➤ 25 pay periods for Aggrieved Employee A ÷ 1,200 total pay periods for all Aggrieved
18 Employees = 2.08%.
- 19 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount
20 that is 2.08% of the Net Settlement Amount.¹

21 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
22 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
23 Form 1099.

24 29. **Release by Aggrieved Employees and State of California.**

25 a. Terms of Release. In exchange for the consideration recited in this
26 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
27

28 ¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
2 administrators, attorneys, agents, and assigns will forever completely release and discharge the
3 Released Parties of any and all Released Claims, as defined in Section 15. The Aggrieved
4 Employees and the State of California are deemed by operation of the Final Order and Judgment to
5 have agreed not to sue or otherwise make a claim against any of the Released Parties for any
6 Released Claims.

7 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
8 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
9 Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and
10 skip-tracing requirements of the Settlement Administrator under this Agreement.

11 30. **Request for Final Order and Judgment.**

12 Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion
13 or application with the Court requesting approval of this Settlement by submitting a proposed Final
14 Order and Judgment.

15 The Representative Plaintiff shall not file the motion or application requesting final approval
16 or final judgment with the Court until Defendants have reviewed and approved it, which approval
17 will not be unreasonably withheld.

18 31. **Settlement Funding.**

19 a. Subject to the issuance of the Final Order and Judgment from the Court and
20 a preceding Effective Date, Defendants shall pay the GSA to the Settlement Administrator on or
21 before December 15, 2021 (the "**Funding Date**"). Should the Effective Date be on or after
22 December 6, 2021, the Funding Date shall be within 10 days after the Effective Date.

23 b. Within 10 days after receipt of the GSA, the Settlement Administrator shall
24 issue all payments required by this Agreement (the "**Payment Date**").

25 32. **PAGA List.**

26 Within 5 days after the Effective Date, Defendants will provide a PAGA List to the
27 Settlement Administrator which will identify all Aggrieved Employees by name, social security
28 number, and last known home address ("**PAGA List**"). The PAGA List will also contain the

1 number of pay periods credited to each Aggrieved Employee.

2 33. **List of Individual Settlement Amounts.**

3 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
4 Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds List reflecting
5 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
6 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security
7 numbers or contact information.

8 34. **PAGA Payments to Aggrieved Employees.**

9 a. On the Payment Date, the Settlement Administrator will mail to each
10 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
11 Notice in English, attached as Exhibit A to this Agreement and (b) their Individual PAGA Payment
12 (collectively, the "**PAGA Packet**").

13 b. Prior to mailing, the Settlement Administrator will update all addresses using
14 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
15 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
16 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
17 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip
18 Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the
19 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
20 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
21 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

22 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
23 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
24 check is not cashed within that period, the settlement payment check will be voided and a stop-
25 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
26 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
27 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
28

1 settlement payment check within the 180 day period.

2 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
3 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
4 transmitted to State of California Unclaimed Wage or Property Fund.

5 35. **Payments of Enhancement Award, Attorneys' Fees and Costs, and the LWDA**
6 **Settlement Payment.**

7 a. On the Payment Date, the Settlement Administrator will pay from the Gross
8 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
9 The payment will be made by sending to PAGA Counsel a check payable to "Amber Cartagena" in
10 the amount of the Court-approved Enhancement Award. This payment is conditional upon PAGA
11 Counsel providing Defendants' counsel with a completed Form W-9 for the Representative Plaintiff.

12 b. On the Payment Date, the Settlement Administrator will pay from the Gross
13 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
14 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
15 W-9.

16 c. On the Payment Date, the Settlement Administrator will pay the LWDA
17 Payment from the Net Settlement Amount by issuing a check payable to "California Labor
18 Workforce and Development Agency."

19 36. **Deadlines.**

20 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
21 the deadline will be automatically extended to the next regular business day. Unless specified
22 otherwise, all references to "days" shall mean calendar days.

23 37. **Enforcement and Continuing Jurisdiction of the Court.**

24 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
25 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
26 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
27 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
28 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement

1 and all matters provided for in it, and to interpret it.

2 38. **Mutual Full Cooperation.**

3 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
4 Agreement, including, but not limited to, execution of such documents and taking such other action
5 as may be reasonably necessary or convenient to implement it.

6 39. **Non-Admission of Liability.**

7 The Parties enter into this Agreement to resolve the dispute that has arisen between them
8 and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement,
9 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
10 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
11 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
12 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
13 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
14 with it, shall be construed as an admission or concession by Defendants of any such violations or
15 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
16 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
17 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
18 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
19 federal, state, local or other applicable law.

20 40. **Effective Date of Defendants' Obligations Under This Agreement.**

21 Defendants' obligations under this Settlement Agreement will become final and effective
22 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
23 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
24 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
25 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
26 or construed by or against any Party as a determination, admission, or concession of any issue of
27 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
28 respective rights regarding the prosecution and defense of the Action, including all available

1 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
2 existed.

3 41. **Nullification.**

4 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
5 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
6 or declared or rendered void as to any material term as defined above, then (a) the Settlement
7 Agreement shall become null and void; (b) the Parties will revert to their respective positions
8 immediately prior to reaching the settlement; and (c) the Parties shall be jointly responsible for any
9 Settlement Administration Costs.

10 42. **Invalidation.**

11 Invalidation of any material term of this Settlement Agreement will invalidate this
12 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
13 provisions will remain in full force and effect.

14 43. **Confidentiality/No Publicity.**

15 The Parties agree that this Settlement Agreement is confidential. Representative Plaintiff
16 and his counsel agree that the terms of this Settlement Agreement (including, but not limited to, the
17 Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement,
18 and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the
19 media (including, without limitation, legal periodicals and publications such as "Jury Verdicts,"
20 disclosure of the Settlement Agreement on any web site of Representative Plaintiff's counsel or any
21 other website, or on any blogs, articles, or on any social media platforms or channels), or the public
22 at large, without the advance written consent of Defendants. The Parties intend this Paragraph 43
23 to prohibit Plaintiff and his counsel from discussing, answering questions about, promoting or
24 publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement
25 Agreement with anyone other than the Court or those individuals necessary to effectuate the terms
26 of the Agreement. Notwithstanding the foregoing, Representative Plaintiff and his counsel (1) may
27 tell the public in general only that certain claims "have been resolved by the Parties;" and (2) may
28 disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case;

(b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns.

44. **Entire Agreement.**

This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Action, and no oral representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.

45. **Authorization to Act.**

PAGA Counsel warrants and represents that they are authorized by the Representative Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement, except for any documents, including but not limited to this Settlement Agreement, that are required to be executed by the Parties.

46. **Modification Only in Writing.**

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

47. **Binding on Successors.**

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present, and future predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated entities.

48. **No Prior Assignments.**

The Aggrieved Employees are deemed by operation of the Final Order and Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

1 49. **Governing Law.**

2 All terms of this Settlement Agreement will be governed by and interpreted according to the
3 laws of the State of California, without giving effect to conflicts of laws principles.

4 50. **Counterparts.**

5 This Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
7 Parties will exchange among themselves signed counterparts.

8 51. **Headings for Convenience Only.**

9 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
10 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

11 52. **Construction of This Agreement.**

12 The Parties agree that the terms and conditions of this Settlement Agreement are the result
13 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
14 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
15 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
16 entire agreement between the Parties. Except as expressly provided in this Agreement, this
17 Settlement Agreement has not been executed in reliance upon any other oral or written
18 representations or terms and no such extrinsic oral or written representations or terms will modify,
19 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
20 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
21 Procedure section 1856(a), which provide that a written agreement is to be construed according to
22 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
23 and Defendants had available to them the advice and assistance of independent counsel. As such,
24 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
25 Agreement should be construed against the other.

26 53. **Corporate Signatories.**

27 Any person executing this Settlement Agreement or any related document on behalf of a
28 corporate signatory warrants and promises for the benefit of all Parties that such person has been

1 duly authorized by such corporation to execute this Settlement Agreement or any related document.

2 54. **Representation by Counsel.**

3 All of the Parties hereto acknowledge that they have been represented by counsel throughout
4 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
5 has been executed with the consent and advice of counsel.

6 55. **Attorneys' Fees and Costs.**

7 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
8 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
9 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
10 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
11 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

12 ***

13 **[SIGNATURES ON FOLLOWING PAGE]**

1 **IT IS SO AGREED:**

2 Dated: 5/21/2021

DocuSigned by:

Amber Cartagena
4C5D2321E452456...

Amber Cartagena

IMPACT HEALTHCARE

5 Dated:

By:

Its:

HEALTHCARE CALIFORNIA

8 Dated:

By:

Its:

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

12 Dated: May 24, 2021

By:

Jonathan Melmed

Jonathan Melmed

MELMED LAW GROUP P.C.

Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

17 Dated: May 24, 2021

By:

Craig J. Ackermann

Craig J. Ackermann

ACKERMANN & TILAJEF, P.C.

Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

APPROVED AS TO FORM:

22 Dated:

By:

Diane E. Coderniz, Esq.

BAKER MANOCK & JENSEN, PC

Attorneys for Defendants

1 **IT IS SO AGREED:**

2 Dated: March _____, 2021

Amber Cartagena

3
4 Dated: ^{May} ~~March~~ 24, 2021

IMPACT HEALTHCARE


By: Steven Burningham
Its: Managing Director

5
6
7 Dated: ^{May} ~~March~~ 24, 2021

HEALTHCARE CALIFORNIA


By: Steven Burningham
Its: President

8
9
10 Dated: March _____, 2021

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

11
12 By: _____
Jonathan Melmed
MELMED LAW GROUP P.C.
Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

13
14
15 Dated: March _____, 2021

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

16
17 By: _____
Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

18
19
20 Dated: March _____, 2021

APPROVED AS TO FORM:

21
22 By: _____
Diane E. Coderniz, Esq.
BAKER MANOCK & JENSEN, PC
Attorneys for Defendants

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IT IS SO AGREED:

Dated: March _____, 2021

Amber Cartagena

Dated: March _____, 2021

IMPACT HEALTHCARE

By:
Its:

Dated: March _____, 2021

HEALTHCARE CALIFORNIA

By:
Its:

Dated: March _____, 2021

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

By: _____
Jonathan Melmed
MELMED LAW GROUP P.C.
Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

Dated: March _____, 2021

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

By: _____
Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
Attorneys for Plaintiff, as an individual, on behalf of
herself and all aggrieved employees

Dated: ~~March~~ _____, 2021

APPROVED AS TO FORM:

May 21, 2021

By: 

Diane E. Coderniz, Esq.
BAKER MANOCK & JENSEN, PC
Attorneys for Defendants