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

17 KERAMIE MADDISON, individually, and on
 18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 LA LASER CENTER, PC, CALIFORNIA
 22 PROFESSIONAL MEDICAL
 CORPORATION, a California corporation; and
 23 DOES 1 through 10, inclusive,

24 Defendants

Case No.: 20STCV31633

[Assigned to Hon. Michael L. Stern]

**SETTLEMENT AGREEMENT AND
 RELEASE OF PAGA CLAIMS**

Complaint filed: August 18, 2020
 Trial date: March 7, 2022

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Keramie Maddison (“Plaintiff”), individually and in her capacity as a representative of the State of California on behalf of other allegedly aggrieved employees (as defined in paragraph 2, below), and Defendant LA Laser Center, PC (“Defendant”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. **“Action”** shall mean the civil action entitled *Keramie Maddison v. LA Laser Center* Case No. 20STCV31633, which is currently pending in the Los Angeles County Superior Court of the State of California.

2. **“PAGA Settlement Members”** The PAGA Settlement Members (also referred to herein as the “aggrieved employees”) included in the Settlement shall mean all individuals that Defendant issued wage statements to in California at any time during the PAGA Period..

3. **“Settled Claims”** This Settlement is a settlement of all PAGA claims identified in Plaintiff’s PAGA notice letter, dated August 14, 2020 (“Settled Claims”).

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

5. **“Court”** means the California Superior Court, County of Los Angeles.

6. **“Defendant”** means LA Laser Center, PC

7. **“Effective Date”** refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. The Court’s Judgment approving the Settlement becomes Final on the later: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an

1 appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for
2 further review of the decision passes and no further review is requested; (3) if an appeal is filed and
3 further review of the decision affirming the Approval Order is requested, the day after the request
4 for review is denied with prejudice and/or no further review of the decision can be requested, or (4)
5 if review is accepted, the day after the United States or California Supreme Court affirms the
6 Settlement.

7 8. **"PAGA Period"** shall mean August 18, 2019 through the sooner of (1) the date the
8 Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase
9 15% of 8,624.

10 9. **"Gross Settlement Amount"** means a maximum total of \$200,000.00, which
11 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
12 Settlement Administration Costs; Plaintiff's service award; and PAGA Counsel Attorneys' Fees and
13 Costs as awarded by the Court.

14 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
15 Development Agency in an amount equal to 75% of the Net Settlement Amount.

16 11. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
17 Counsel's Attorneys' Fees and Costs, and (2) Settlement Administration Costs.

18 12. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
19 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
20 with the settlement of the PAGA Claim.

21 13. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
22 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
23 the Action and stated in Plaintiff's August 14, 2020 notice letter to the LWDA.

24 14. **"PAGA Counsel"** means Moon & Yang, APC.

25 15. **"Released Claims"** shall mean any and all claims, whether known or unknown, to
26 recover civil penalties pursuant to PAGA for any alleged violations by Defendants that were
27 included in Plaintiff's letter to the LWDA and/or Plaintiff's operative complaint including, but not
28 limited to, California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et*

seq., based on alleged violations of Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and the related applicable IWC Wage Order provision for the PAGA Period whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims at issue, including but not limited to: failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements, and any other violations that were alleged or could have been alleged in Plaintiff's letter to the LWDA or any complaint filed in this action

16. **"Released Parties"** shall mean Defendant, and all of their subsidiary companies, affiliates, holding companies, successors, partners, shareholders, insurers, legal representatives, assigns, employees, officers, directors, attorneys, and agents.

17. **"Representative Plaintiff"** means Plaintiff Keramie Maddison

18. **"Settlement Administrator"** refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM Group, Inc. to administer the Settlement, at an estimated cost not to exceed \$10,000.00.

RECITALS

19. On August 14, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant. On August 18, 2020, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of Los Angeles in a case styled *Keramie Maddison v. LA Laser Center* Case No. 20STCV31633.

20. On December 7, 2020, Plaintiff filed a first amended complaint in the Action to add the PAGA Claim. On February 9, 2021, Plaintiff dismissed her individual and class allegations.

21. The PAGA Claims seeks civil penalties and an award of reasonable attorneys' fees and costs.

22. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging data and information as well as documents relating to the underlying

1 alleged violations. After attending a mediation with Steve Rottman, Esq. on November 1, 2021, the
2 Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,
3 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative
4 Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the
5 Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff
6 and the Aggrieved Employees have against Defendant or any persons or companies affiliated with
7 Defendant.

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

12 24. Defendant denied, and continues to deny, each and every claim and contention
13 alleged in the Action, and has always maintained that it never engaged in any unlawful acts
14 regarding any of the matters alleged in the Action.

15 25. Defendant denies all of the claims in the Action, and does not waive, but rather
16 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
17 and factual grounds should this Settlement Agreement not become final. This Settlement
18 Agreement reflects a compromise reached to end litigation.

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

21 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and
22 conditions set forth, the Parties agree as follows:

23 **TERMS AND CONDITIONS**

24 **Settlement Payments and Calculation of Claims.** The following table summarizes the
25 allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$200,000.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed 35% (or \$70,000.00).
- PAGA Counsel Costs not to exceed \$15,000.00.
- Settlement Administration Costs not to exceed \$10,000.00.
- Service Award to the Plaintiff for \$7,500.00
- Approximately \$97,500.00 for the Net Settlement Amount:
 - 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately \$24,375.00)
 - 75% of the Net Settlement Amount for the LWDA Payment (approximately \$73,125.00)

27. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of \$200,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, LWDA Payment, Payment to Plaintiff for the resolution of her individual claims, and Settlement Administration Costs.

28. Escalator Clause: At mediation Plaintiff calculated based on the information provided by Defendant through informal discovery that there was approximately 8,624 pay periods by October 31, 2021, and Defendant agreed this was roughly in the proximity. If the actual number of pay periods is more than 15% greater than this number (i.e., if there are more than 9,917.6 pay periods in the Covered Period), Defendant shall increase the settlement payment in proportion to the increase in pay periods.

29. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. Settlement Administration Fees And Costs: Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The fees and costs associated with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount at an estimated cost not to exceed \$10,000.00. The Parties agree to use ILYM

1 Group, Inc. as the Settlement Administrator. Any unused portion of the settlement administration
2 fees shall be distributed to the aggrieved employees and LWDA on a pro-rata basis.

3 b. Tax Treatment and Tax Indemnification: PAGA Settlement Members will
4 assume any tax obligations or consequences which may arise from this Settlement. PAGA
5 Settlement Members release any and all claims that they have or may have against Defendants for
6 any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes,
7 indemnification, and any other recoveries related to any payments made under this Settlement or
8 any compensation provided at any time by Defendants or any of the Released Parties. If any state
9 or federal taxing authority contacts, investigates, or pursues any action against any PAGA
10 Settlement Members for their individual share of taxes related to any payments made under this
11 Settlement or any compensation provided at any time by Defendants or any of the Released Parties,
12 each PAGA Settlement Member shall be responsible for their own defense of and payment for any
13 claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the
14 PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement
15 Member has questions about any liability to any state or federal taxing authority, they shall contact
16 the Settlement Administrator. The PAGA Settlement Members shall not contact Defendants, any
17 of the Released Parties, or Defense Counsel.

18 c. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
19 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
20 an amount that is up to 35% of the Gross Settlement Amount for attorneys' fees (\$70,000.00), plus
21 actual litigation costs), not to exceed \$15,000.00. Any unused portion of the attorneys' costs shall
22 be distributed to the aggrieved employees and LWDA on a pro-rata basis.

23 d. Service Award To Named Plaintiff: Subject to Court approval, Defendant
24 agree to pay Plaintiff an enhancement award of Seven Thousand Five Hundred Dollars (\$7,500.00)
25 to be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA
26 representative and for the release of her individual claims.

27 30. Defendants will not oppose Plaintiff's request for the Enhancement Award. Plaintiff
28 will be responsible for correctly characterizing this compensation for tax purposes and for paying

1 any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested
2 Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable.
3 Any reductions by the Court of the Enhancement Award shall revert to the Net Settlement Amount.

4 Plaintiff's Release of Claims. In addition to the Released Claims, upon the date of entry of an
5 order by the Court in this Action approving this Settlement, in exchange for the consideration described
6 herein, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors,
7 administrators, agents, assigns, and successors (collectively, "Plaintiff's Releasers"), hereby covenant
8 not to sue and fully and unconditionally forever release and discharge Defendants, their past, present,
9 and future representatives, directors, officers, employees, agents, attorneys, affiliates, members, and
10 shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates,
11 clients, client facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns
12 (collectively, "Defendants' Released Parties"), from and against any and all claims, causes of action,
13 judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses,
14 including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever
15 (collectively, "Claims") that Plaintiff's Releasers now have, have had, or may hereafter have against
16 Defendants' Released Parties arising out of the Parties' employment relationship, the cessation of this
17 relationship, including but not limited to those claims arising out of or relating to (i) Plaintiff's
18 performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any Claims
19 arising under the Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans
20 with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the
21 Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor
22 Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the
23 California Labor Code, claims for unfair competition; claims based on legal restrictions on Defendants'
24 right to terminate, not to hire or promote employees, or to change an employee's compensation; and
25 claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory,
26 constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses,
27 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or
28 equitable relief, or any other claims arising under the Fair Labor Standards Act, California Labor Code,

1 or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following
2 categories of allegations regardless of the forum in which they may be brought, to the fullest extent such
3 claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all
4 claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick
5 leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for
6 the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix)
7 all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA,
8 the Employee Retirement Income Security Act ("ERISA"), and any other applicable state or federal law.
9 Except for any rights created by this agreement, this General Release is intended to be interpreted as
10 broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but
11 not limited to, including, but not limited to, any claims for unpaid wages, expense reimbursement,
12 unpaid penalties or premiums, liquidated damages, class or representative actions governing
13 employment (to the fullest extent allowed by applicable law), constructive termination, negligent or
14 intentional infliction of emotional distress, harassment, discrimination, wrongful termination,
15 negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory
16 estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with
17 contract or prospective economic advantage, unfair business practices, defamation, libel, slander,
18 personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits,
19 claims under Labor Code section 132(a), violation of any provision of federal or state law governing
20 employment, and any claim for attorneys' fees or costs. All such claims are forever barred and by this
21 Agreement. However, this release shall not apply to claims for workers' compensation benefits or
22 unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by
23 this Agreement.

24 For the purpose of implementing a full and complete release and discharge of the Released
25 Parties, Plaintiff expressly acknowledges that the release in this Paragraph is intended to include in its
26 effect, without limitation, all claims he did not know or suspect at the time of execution hereof,
27 regardless of whether the knowledge of such claims, or the facts upon which they might be based,
28 would materially have affected the settlement of this matter, and that the Enhancement Award is also for

the release of those claims and contemplates the extinguishment of any such claims. In furtherance of this Settlement, Plaintiff expressly waives all rights provided by California Civil Code section 1542, or other similar statutes that Plaintiff may have against any of the Released Parties. Section 1542 states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This general release and waiver of rights under California Civil Code Section 1542 shall include any and all claims based on conduct or omissions that occurred at any time prior to the date of entry of an order by the Court in this Action approving this Settlement.

31. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately \$97,500.00 shall be allocated 75% to the "LWDA Payment", which is estimated to total \$73,125.00 (\$97,500.00 x 75%). The remaining 25% of the Net Settlement Amount, estimated to total \$24,375.00 (\$97,500.00 x 25%), shall be allocated to the "PAGA Aggrieved Employee Payment" to be paid to the Aggrieved Employees based on his or her proportionate share of the weeks worked during the PAGA Period., which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods. All Aggrieved Employees were actively employed a combined total of 8,624 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 25 pay periods for Aggrieved Employee A ÷ 8,624 total pay periods for all Aggrieved Employees = 0.289%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.289% of the PAGA Aggrieved Employee Payment.

1 a. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
2 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
3 Form 1099.

4 32. **Release By PAGA Settlement Members**

5 a. Claims Released by the LWDA and All PAGA Settlement Members. Upon
6 the date of entry of an order by the Court in this Action approving this Settlement, and payment of
7 all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff,
8 fully release and forever discharge the Released Parties from any and all Released Claims. As a
9 result of this release, the PAGA Settlement Members will be unable to bring a claim under, or
10 recover in any other claim brought under, the California Private Attorneys General Act, California
11 Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the
12 PAGA Period.

13 b. No Claims Based On Agreement. No Aggrieved Employee will have any
14 claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or
15 PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing
16 requirements of the Settlement Administrator under this Agreement.

17 33. **Settlement Funding**

18 34. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant
19 to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
20 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
21 Number and calculate all settlement checks and withholdings required under law based on
22 information that will be confidentially furnished by Defendants. There are no payroll deductions to
23 be calculated under this Settlement, since no part of the Settlement will be classified as wages.

24 a. Subject to Court approval of the Settlement, payment shall be made to the
25 administrator as follows: \$100,000 within 45 calendar days of the Court Approving the PAGA
26 Settlement and enters judgment thereon; and the remaining \$100,000 within 90 calendar days of the
27 Court Approving the PAGA Settlement and enters judgment thereon.

28 b. Within seven (7) days after the Total Settlement Payment is fully funded, the

1 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent
2 (75%) of the PAGA Fund, or as otherwise directed by the Court.

3 c. Within seven (7) days after the Total Settlement Payment is fully funded, the
4 Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's
5 Counsel Payment and approved litigation costs.

6 d. Within seven (7) days after Total Settlement Payment is fully funded, the
7 Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

8 e. Within seven (7) days after Total Settlement Payment is fully funded, the
9 Settlement Administrator shall distribute Plaintiff's court-approved enhancement payment.

10 35. **PAGA List**

11 Defendants shall provide the Settlement Administrator with a list of the names and addresses
12 of the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an
13 Order approving the Settlement. The contact information is being provided confidentially to the
14 Settlement Administrator only, and the Settlement Administrator shall treat the information as
15 private and confidential and take all necessary precautions to maintain the confidentiality of contact
16 information of the PAGA Settlement Members. This information is to be used only to carry out the
17 Settlement Administrator's duties as specified in this Settlement.

18 The PAGA Member list will contain: (1) name; (2) last known home address and telephone
19 number; (3) number of pay periods as a PAGA Member during the Covered Period; and (4) social
20 security number. The PAGA Members shall receive a pro rata share of the 25 percent of the PAGA
21 Penalties Payment allocated to PAGA Members, which will be calculated using a ratio of (a) the
22 number of weeks worked by the PAGA Member during the Covered Period to (b) the total number
23 of weeks worked by all PAGA Members during the Covered Period.

24 36. **List Of Individual Settlement Amounts.**

25 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
26 Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting
27 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
28 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security

1 numbers or contact information.

2 37. **PAGA Payments to Aggrieved Employees.**

3 a. On the Payment Date, the Settlement Administrator will mail to each
4 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
5 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
6 PAGA Payment (collectively, the “**PAGA Packet**”).

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

16 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
17 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
18 check is not cashed within that period, the settlement payment check will be voided and a stop-
19 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Counsel will
20 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
21 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
22 settlement payment check within the 180-day period.

23 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
24 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
25 transmitted to California State Controller’s Office for Unclaimed Property in the name of each
26 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

27 e. No later than January 31 of the year following payment of their individual
28 portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to

1 PAGA Settlement Members who received a payment.

2 38. **Deadlines.**

3 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
4 the deadline will be automatically extended to the next regular business day. Unless specified
5 otherwise, all references to “days” shall mean calendar days.

6 39. **Enforcement and Continuing Jurisdiction of the Court.**

7 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
8 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
9 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
10 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
11 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
12 and all matters provided for in it, and to interpret it.

13 40. **Mutual Full Cooperation.**

14 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
15 Agreement, including, but not limited to, execution of such documents and taking such other action
16 as may be reasonably necessary or convenient to implement it. The Parties agree to use their best
17 efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to
18 effectuate this Settlement.

19 41. **Non-Admission Of Liability.**

20 Based on the factual and legal issues involved, the expense and time necessary to prosecute the
21 Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof
22 necessary to establish a class for purposes of liability, and the relative benefits to the PAGA Settlement
23 Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth
24 in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
25 Members.

26 In entering into this Agreement, Defendant does not admit, and specifically denies, that it has
27 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to
28 any statute or any other applicable laws, regulations or legal requirements; violated or breached any

1 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
2 respect to the Action. Neither this Agreement, nor any of its terms or provisions, nor any of the
3 negotiations connected with it, shall be construed as an admission or concession by Defendant of any
4 such violations or failures to comply with any applicable law. Defendant specifically denies that it
5 has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

6 42. **Effective Date Of Defendant's Obligations Under This Agreement.**

7 Defendant's obligations under this Settlement Agreement will become final and effective
8 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
9 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
10 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
11 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
12 or construed by or against any Party as a determination, admission, or concession of any issue of
13 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
14 respective rights regarding the prosecution and defense of the Action, including all available
15 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
16 existed.

17 43. **Nullification.**

18 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
19 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
20 or declared or rendered void as to any material term as defined above, then (a) the Settlement
21 Agreement shall become null and void; (b) the Parties will revert to their respective positions
22 immediately prior to reaching the settlement; and (c) the Parties will split the cost for any Settlement
23 Administration Costs.

24 44. **Invalidation.**

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

1 45. **Confidentiality/No Publicity.**

2 Representative Plaintiff and her counsel agree that the terms of this Settlement Agreement
3 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the
4 execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed
5 with or publicized or promoted to the media (including, without limitation, legal periodicals and
6 publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of
7 Representative Plaintiff’s counsel or any other website, or on any blogs, articles, or on any social
8 media platforms or channels), or the public at large, without the advance written consent of
9 Defendant. The Parties intend this Paragraph 46 to prohibit Plaintiff and her counsel from
10 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
11 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
12 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
13 foregoing, Representative Plaintiff and her counsel (1) may tell the public in general only that certain
14 claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement
15 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g.,
16 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
17 tax returns. In addition, Plaintiff’s counsel may respond to questions received from, and discuss
18 any aspects of this Agreement with Aggrieved Employees.

19 46. **Entire Agreement.**

20 This Settlement Agreement constitutes the entire integrated agreement between the Parties
21 relating to the Action, and no oral representations, warranties, or inducements have been made to
22 any party concerning this Settlement Agreement other than the representations, warranties, and
23 covenants contained and memorialized in this Settlement Agreement. Representative Plaintiff and
24 Defendant have entered into a separate agreement resolving Representative Plaintiff’s individual
25 claims, which she had previously dismissed without prejudice to proceed with the PAGA Claim.

26 47. **Authorization To Act.**

27 PAGA Counsel warrants and represents that they are authorized by the Representative
28 Plaintiff, and counsel of record for Defendant warrants that they are authorized by Defendant, to

1 take all appropriate action required or permitted to be taken by such Parties pursuant to this
2 Settlement Agreement to effectuate its terms, and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement, except for any documents, including but not
4 limited to this Settlement Agreement, that are required to be executed by the Parties.

5 48. **Modification Only In Writing.**

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

8 49. **Binding On Successors.**

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

14 50. **No Prior Assignments.**

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

19 51. **Governing Law.**

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

22 52. **Counterparts.**

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

26 53. **Headings For Convenience Only.**

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

1 54. **Construction Of This Agreement.**

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

16 55. **Corporate Signatories.**

17 Any person executing this Settlement Agreement or any related document on behalf of a
18 corporate signatory warrants and promises for the benefit of all Parties that such person has been
19 duly authorized by such corporation to execute this Settlement Agreement or any related document.

20 56. **Representation By Counsel.**

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

24 57. **Attorneys' Fees And Costs.**

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

1 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

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4 **IT IS SO AGREED:**

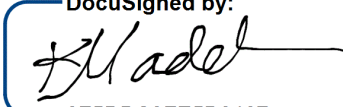
5 Dated: 12/3/2021

PLAINTIFF KERAMIE MADDISON

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DocuSigned by:


6F5DBC9FE5B6467...
Keramie Maddison

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December 2, 2021 | 5:26 PM PST

10 Dated: _____

DEFENDANT LA LASER CENTER, PC

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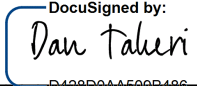
By: 
Dan Taheri

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Keramie Maddison, an individual, on behalf of the State of California, as a private attorney general, Plaintiff v. LA Laser Center, PC, Defendant, Los Angeles County Superior Court, Case No. 20STCV31633 filed on August 18, 2020 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by a former employee Keramie Maddison ("Plaintiff") against LA Laser Center, PC (hereinafter, "LA Laser Center") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA").

Plaintiff claimed he and other non-exempt employees of LA Laser Center employed anytime from August 18, 2019 through [DATE] were subjected to the following claims including, but not limited to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices.

LA Laser Center denies, and continues to deny, all allegations and liability, but to avoid further time and expense of protracted and uncertain litigation, LA Laser Center and Plaintiff have agreed to settle the lawsuit for civil penalties. The settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all non-exempt employees of LA Laser Center that worked in California any time between August 18, 2019 and [DATE] ("PAGA Group").

Pursuant to the Court's Order, a payment of \$200,000.00 was approved in settlement of this lawsuit. Upon the date of entry of that Order approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims defined as any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on alleged violations of Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and the related applicable IWC Wage Order provision for the PAGA Period.

After accounting for Plaintiff's Counsel's attorneys' fees of \$ [REDACTED] and reimbursement of litigation costs of \$ [REDACTED], settlement administration costs not to exceed ten thousand dollars (\$10,000), and \$7,500.00 as a service award and individual settlement Plaintiff, the remaining sum called the "PAGA Payment" will be divided pursuant to California law as follows: \$73,125 (75%) to the State of California Labor Workforce Development Agency and \$24,375 (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of Pay Periods you worked any time during the period from August 18, 2019 and [DATE] ("PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Final Order, for the PAGA Period, each PAGA Settlement Employee shall fully release LA Laser Center for all claims for civil penalties under PAGA as alleged in the LWDA Letter and Plaintiff's Operative Complaint filed in this

Action or reasonably could have been asserted under Labor Code § 2698 et seq. based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint filed in this Matter.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, toll-free (800) _____ to have it reissued. If you have any questions about your check, please contact the [insert administrator information].

Very truly yours,