

GRACE DURAN v.

TKS CARE SERVICES, INC., et al.

California Superior Court, County of Fresno

Case No. 21CECG00239

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Plaintiff Grace Duran (“Plaintiff”), in her capacity as representative of the State of California and on behalf of other aggrieved employees, and Defendant TKS Care Services, Inc. (“Defendant”), hereby enter into this Settlement Agreement and Release of Claims (“Settlement” or “Agreement”). The Private Attorney General Act of 2004, Labor Code section 2698 *et seq.* is hereinafter referred to as (“PAGA”).

This Settlement Agreement and Release of Claims is a compromise between Plaintiff and Defendant regarding Plaintiff’s alleged wage and hour violations, including PAGA claims, sought in the following action titled: *Grace Duran v. TKS Care Services, Inc. dba Senior Helpers of Fresno/Clovis et al.*, Fresno County Superior Court Case No. 21CECG00239 (the “Action”).

This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1. Action.

“Action” shall refer to the civil action of *Grace Duran v. TKS Care Services, Inc. dba Senior Helpers of Fresno/Clovis et al.*, Fresno County Superior Court Case No. 21CECG00239, including any amendments thereto.

1 **2. Administrative Expenses.**

2 “Administrative Expenses” shall include all costs and expenses associated with the
3 Settlement Administrator.

4 **3. Covered Employees.**

5 The term “Covered Employees,” for the purposes of this Settlement only, shall mean and
6 include all current and former nonexempt employees of TKS Care Services, Inc. in California from
7 November 23, 2019, through the date of the Court’s approval of this Settlement. Defendant
8 estimates there are 219 Covered Employees.

9 **4. Attorneys’ Fees and Expenses.**

10 “Attorneys’ Fees and Expenses” shall mean Plaintiff’s Counsel’s attorneys’ fees and
11 expenses as set forth in Paragraph III.1.

12 **5. Court.**

13 “Court” shall mean the Superior Court of California in and for the County of Fresno.

14 **6. Defendants.**

15 “Defendant” shall mean TKS Care Services, Inc. dba Senior Helpers of Fresno/Clovis.

16 **7. Defense Counsel.**

17 “Defense Counsel” shall mean the attorneys of Castle Law: California Employment
18 Counsel, PC.

19 **8. Effective Date.**

20 The “Effective Date” shall be the date when all of the following events have occurred: (1)
21 the Court enters an order and judgment approving the Settlement; and (2) the time for appeal, if
22 applicable (as explained herein), has expired. If no objection by the LWDA is made to the
23 Settlement and the Court approves the Attorneys’ Fees and Expenses in full, there is no right to
24 appeal and the Effective Date is the date upon which the Court signs the final order and judgment.
25 If the Court does not approve all requested Attorneys’ Fees and Expenses, Plaintiff shall notify
26 Defendant in writing within ten (10) days of the entry of judgment approving the Settlement
27 whether Plaintiff intends to appeal the award(s). If an objection has been filed and/or heard at the
28 hearing on Plaintiff’s Motion for Approval, or if the Court does not approve Attorneys’ Fees and

Expenses in full, the Effective Date means: (1) the date of final affirmation of the approval order and judgment from any appeal, the expiration of the time for, or the denial of, a petition to review the approval order, or if review is granted, the date of final affirmation of the approval order and judgment following review pursuant to that grant; (2) the date of final dismissal of any appeal from the approval order and judgment or the final dismissal of any proceeding to review the approval order and judgment, provided that the approval order and judgment is affirmed and/or not reversed in any part; (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's approval of the Settlement, as determined under Rule 8.104(a)(3) of the California Rules of Court; or (4) if based on the award of less than the award of the full amount of requested Attorneys' Fees and Expenses, the date Plaintiff gives written notice of his intent to waive his right to appeal, if applicable.

9. Gross Settlement Amount.

"Gross Settlement Amount" or "GSA" shall mean Seventy-Seven Thousand Seven Hundred Dollars (\$77,700.00). The GSA includes: (1) Administrative Expenses; (2) Attorneys' Fees and Expenses; (3) Individual Penalties Payments; and (4) the payment to the LWDA.

10. Individual Penalties Payment.

"Individual Penalties Payment" shall mean the amount which is ultimately distributed to each Covered Employee.

11. Net Settlement Amount.

"Net Settlement Amount" or "NSA" shall mean the GSA, less Administrative Expenses and Attorneys' Fees and Expenses.

12. PAGA Representative.

"PAGA Representative" shall mean Plaintiff Grace Duran.

13. Parties.

"Parties" shall mean the Plaintiff and Defendant.

14. Plaintiff.

"Plaintiff" shall mean Plaintiff Grace Duran.

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1 **15. Plaintiff's Counsel.**

2 "Plaintiff's Counsel" shall mean the attorneys of Sutton Hague Law Corporation, P.C.

3 **16. Released Claims.**

4 "Released Claim(s)" shall mean and include any and all claims for civil penalties that
5 could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive
6 Branch Agency ("LWDA") under the PAGA, based on the factual allegations of Plaintiff's
7 September 30, 2020 letter to the LWDA and/or Plaintiff's Complaint, filed in this Action on or
8 around January 27, 2021, including but not limited to any claims for civil penalties for failure to
9 pay minimum wages, failure to pay overtime, failure to pay all wages owed each pay period, failure
10 to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay
11 all wages, failure to pay wages due upon demand, failure to issue accurate itemized wage
12 statements, failure to maintain accurate payroll records for its non-exempt employees, failure to
13 reimburse business expenses, failure to provide notice of pay, and failure to pay all wages due and
14 owing upon termination. The Released Claims only include claims under the PAGA, arising out
15 of the facts and circumstances at issue in the Action, and do not include the individual claims of
16 the Aggrieved Employees.

17 **17. Released Parties.**

18 "Released Parties" shall mean and include Defendant and its past, present and/or future
19 officers, directors, employees, and agents.

20 **18. Settlement.**

21 "Settlement" shall mean the settlement memorialized in this Agreement.

22 **19. Settlement Administrator.**

23 "Settlement Administrator" means Simpluris, Inc., or any other third-party administrator
24 mutually agreed to by the Parties and approved by the Court, which will perform the duties of: (a)
25 calculating the amounts due to each Aggrieved Employee pursuant to the Settlement; (b) providing
26 Individual Penalties Payments, along with IRS Forms 1099, to the Aggrieved Employees; (c)
27 reporting the Individual Penalties Payment amounts of each Aggrieved Employee to all required
28 taxing and other authorities; (d) utilizing the National Change of Address Database maintained by

the United States Postal Service, mail-forwarding information and/or skip tracing methods, as reasonable, to update the Database and taking steps to send Individual Penalties Payments to current mailing addresses; (e) performing such other duties as are described herein; (f) establishing a Qualified Settlement Fund pursuant to applicable law for the purpose of administering this Settlement; and (g) providing payment to the LWDA pursuant to section III.2.a) below.

20. Settlement Approval Date.

“Settlement Approval Date” shall mean the date upon which the Court enters an order approving this Settlement.

21. Settlement Period.

The “Settlement Period” shall be defined as commencing on November 23, 2019, and continuing through the date on which the Court enters an order approving the Settlement.

II. RECITALS

1. This Agreement encompasses and shall include all Covered Employees as defined herein.

2. On or around September 30, 2020, Plaintiff, on behalf of all Covered Employees, notified the LWDA of her allegations against Defendant for failure to pay minimum wages, failure to pay overtime, failure to pay all wages owed each pay period, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay all wages, failure to pay wages due upon demand, failure to issue accurate itemized wage statements, failure to maintain accurate payroll records for its non-exempt employees, failure to reimburse business expenses, failure to provide notice of pay, and failure to pay all wages due and owing upon termination. The LWDA did not provide any notice that it intended to investigate Plaintiff’s allegations.

3. On or around January 27, 2021, Plaintiff filed Case No. 21CECG00239 in the Superior Court of Fresno County, alleging claims against Defendant on an individual basis arising out of and relating to her employment, as well as various claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), including claims for civil penalties for failure to pay minimum wages, failure to pay overtime, failure to pay all wages owed each pay period, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay all

1 wages, failure to pay wages due upon demand, failure to issue accurate itemized wage statements,
2 failure to maintain accurate payroll records for its non-exempt employees, failure to reimburse
3 business expenses, failure to provide notice of pay, and failure to pay all wages due and owing
4 upon termination.

5 4. Defendant filed a general denial to Plaintiff's Complaint, denying all material
6 allegations of liability and asserting various affirmative defenses. Defendant asserts that it
7 complied with applicable laws in that it compensated the Covered Employees for all hours worked
8 and otherwise complied with its obligations under the California Labor Code and associated
9 regulations and Industrial Wage Orders.

10 5. Defendant is entering this Settlement solely to avoid the time and expense of further
11 litigation. Nothing in this Agreement may be construed as an admission of any wrongdoing by
12 Defendants. Defendant has considered the uncertainty and risks inherent in litigation. Defendant
13 has therefore concluded that it is desirable that the Action be resolved in the manner and upon the
14 terms and conditions set forth in this Agreement.

15 6. On March 1, 2022, the parties engaged in a full-day mediation before experienced
16 mediator Brandon McKelvey, Esq. Prior to mediation, Plaintiff and Defendant engaged in informal
17 discovery that included the exchange of time and pay records for Plaintiff and certain Covered
18 Employees, the number of Covered Employees in the Settlement Period, and other policy
19 documents. Defendant also produced personnel documents for Plaintiff. The Parties also
20 exchanged information related to Defendant's PAGA exposure. Following a full-day of arm's
21 length and hard fought negotiations through Mr. McKelvey, the parties agreed to resolve this
22 Action.

23 7. Defendant represents there are approximately 4,091 pay periods worked by
24 Covered Employees in the period of time encompassed within the Settlement Period.

25 8. Plaintiff warrants she has not sold, assigned, or transferred any claim or cause of
26 action, which he has or had against Defendant or any other person or entity who is covered by this
27 release of claims.

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1 THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth
2 in this Agreement, the parties agree as follows:

3 **III. AGREEMENT**

4 1. **Gross Settlement Amount.** Subject to the notice procedures set forth below and
5 Approval by the Court, Defendant agrees to pay the Gross Settlement Amount (“GSA”) of
6 Seventy-Seven Thousand Seven Hundred Dollars (\$77,700.00) to settle the PAGA Claim. The
7 GSA shall be allocated as follows, subject to approval by the Court: (i) up to one-third of the GSA
8 (\$25,900) for an award of Plaintiff’s Counsel’s attorneys’ fees; (ii) up to \$2,000 for payment of
9 Plaintiff’s Counsel’s actual litigation expenses; (iii) up to Five Thousand Dollars (\$5,000.00) for
10 payment of Administrative Expenses; (iv) after deduction of the amounts enumerated above, the
11 Net Settlement Amount (“NSA”), estimated to be at least \$44,800, shall be made to the Covered
12 Employees (including Plaintiff) and to the LWDA in accordance with Paragraph III.2.

13 2. **Distribution of the Net Settlement Amount.** The NSA shall be calculated after
14 deducting the Attorneys’ Fees, Plaintiff’s Counsel’s Expenses, and Administrative Expenses. The
15 NSA will then be distributed as follows:

16 a) A total of 75% of the NSA shall be paid to the LWDA pursuant to Labor
17 Code section 2699(i).

18 b) A total of 25% of the NSA shall be distributed to the Covered Employees
19 on a pro rata basis, based on their respective number of compensable pay periods during the
20 Settlement Period, according to Defendant’s records. Covered Employees will receive an IRS
21 Form 1099-MISC (Box 3) for this payment.

22 3. **Court Approval.** After full execution of this Agreement, the Parties shall submit a
23 stipulation for approval by the Court, along with the Settlement, proposed Notice Form described
24 in section VI.3 below, and declaration(s) from Plaintiff’s Counsel providing support for Plaintiff’s
25 Counsel’s request for Attorneys’ Fees and Expenses, as well as justification for the settlement’s
26 fairness and adequacy. Defendant shall have an opportunity to review Plaintiff’s Counsel’s
27 declaration(s) prior to submission of the stipulation contemplated herein. In the event that the Court
28 does not approve the Settlement by stipulation as proposed herein, Plaintiff shall promptly move

the court for approval of the Settlement, as well as approval of all amounts to be deducted from the GSA as described in Paragraph III.1. Defendant shall not oppose the motion, and shall make reasonable efforts to cooperate in obtaining approval of the Settlement. Prior to submission of the earlier of stipulation or noticed motion, Plaintiff's Counsel shall submit the Agreement to the LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision. Should the Court not grant approval of this Agreement or should the LWDA object to this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment. If the Agreement is null and void, and a new trial date is selected, all discovery deadlines shall be based on the new trial date.

4. **No Reversion.** In the event the Court does not approve any amount requested to be deducted from the GSA as described in Paragraph III.1, including Attorneys' Fees and Expenses and Administrative Expenses, any amount requested but not approved shall not revert to Defendant, but shall be added to the NSA for distribution pursuant to Paragraph III.2.

5. **Notice of Settlement.** As part of the Agreement to settle the PAGA claims, Plaintiff will file a Notice of Settlement with the Court within five (5) court days of the Parties' execution of the Agreement.

IV. RELEASED CLAIMS

1. **Plaintiff's Release of Claims and General Release.** Plaintiff, on behalf of herself and the State of California, agrees to release the Released Parties from the Released Claims.

V. ADMINISTRATIVE EXPENSES

1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses due the Settlement Administrator in connection with its administration of the Settlement including, but not limited to, locating Aggrieved Employees, and calculating, administering and distributing Notice Forms and Individual Penalties Payments to the Aggrieved Employees, shall be paid from the Gross Settlement Amount.

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1 **VI. NOTICE AND PAYMENT PROCEDURES**

2 1. **The Settlement Administrator.** The Parties agree that Simpluris, Inc.
3 (“Simpluris”) should be appointed as Settlement Administrator, or another administrator agreed
4 upon by the parties. The Settlement Administrator will be responsible for preparing, administering,
5 and distributing Notice Forms, the LWDA payment, and Individual Penalties Payments to the
6 Aggrieved Employees, and issuing a final report and performing such other duties as the Parties
7 may direct.

8 Administrative Expenses are not anticipated to exceed \$5,000. In the event that
9 Administrative Expenses exceed \$5,000 any and all additional amounts shall be deducted from the
10 Gross Settlement Amount and the Net Settlement Amount will be recalculated to reflect such
11 additional Administrative Expenses. To the extent that Administrative Expenses exceed \$5,000,
12 Plaintiff’s Counsel agrees to provide an explanation to the Court, supported by declarations from
13 Plaintiff’s Counsel and Defense Counsel and/or the Settlement Administrator, if necessary, as to
14 the source of the additional Administrative Expenses, and the reason such additional expenses
15 were not anticipated prior to the execution of this Agreement. In the event that Administrative
16 Expenses are less than \$5,000, the difference shall be added to the Net Settlement Amount for
17 distribution to the Aggrieved Employees.

18 2. **Timing of Payments.**

19 a) Within twenty (20) business days of the Effective Date, Defendant shall:
20 (i) provide the Settlement Administrator with an up-to-date list of Covered Employees containing
21 names, social security numbers, last-known telephone numbers, last-known mailing addresses, and
22 the number of pay periods worked by each Covered Employee (the “Database”) and (ii) deposit
23 the GSA with the Settlement Administrator.

24 b) Within fifteen (15) calendar days following receipt of the Database and
25 GSA, the Settlement Administrator shall distribute: (i) the Individual Penalties Payments to the
26 Covered Employees by First Class U.S. Mail using the mailing address information provided by
27 Defendant and the results of any skip trace performed; (ii) the LWDA payment to the LWDA by
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means requested or required by the LWDA payment submission processes; and (iii) the Attorneys' Fees and Expenses by means agreed to by Plaintiff's Counsel and the Settlement Administrator.

3. **Notice to Covered Employees.** Each Individual Penalties Payment shall be accompanied by a letter ("Notice Form") explaining why the check is being sent and a basis for the calculation. The letter shall be approved by the Court upon approval of the Settlement.

4. **Returned Settlement Checks.** In the event that an Individual Penalties Payment check is returned to the Settlement Administrator with a forwarding address, the Individual Penalties Payment check will be re-mailed to the forwarding address. In the event an Individual Penalties Payment check is returned to the Settlement Administrator without a forwarding address or is otherwise undeliverable, the Settlement Administrator will make a diligent effort to correct the address and re-mail the returned Individual Penalties Payment check. If within the 180-calendar day period following issuance of the Individual Penalties Payment check, the Covered Employee contacts the Settlement Administrator or counsel for either Party with a new address, the Individual Penalties Payment check will be re-issued and mailed to the new address provided any such re-issued Individual Penalties Payment check will indicate on its face that it is void if not negotiated within 180 calendar days of its issuance.

5. **Disposition of Uncashed Individual Penalties Payment Checks.** Individual Penalties Payment checks shall be negotiable for not less than 180 calendar days from issuance. All Individual Penalties Payment checks will indicate on their face that they are void if not negotiated within 180 calendar days of issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

6. **No Effect on Employee Benefits.** All Individual Penalties Payments to Covered Employees shall be deemed to be paid to such Covered Employees in the year in which such payments actually are paid to the Covered Employees. It is expressly understood and agreed that the receipt of such Individual Penalties Payment will not entitle any Covered Employees to additional compensation or benefits under any company bonus, contest, or other compensation or

benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Covered Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Penalties Payments are the sole payments to be made by Defendant to the Covered Employees, and that the Covered Employees are not entitled to any new or additional compensation or benefits as a result of having received an Individual Penalties Payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

7. **Final Report by Settlement Administrator.** Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

VII. TAX TREATMENT OF INDIVIDUAL PENALTIES PAYMENTS.

1. **Tax Treatment.** It is expressly agreed by the Parties that all funds distributed pursuant to this Settlement will be considered penalties. Plaintiff and the Covered Employees will receive an IRS Form 1099-Misc (Box 3) for any payments received from the Settlement Administrator.

2. **No Warranty.** The Parties make no warranty as to any tax consequences of any payment hereunder. Any determination of the tax consequences of those payments is the sole responsibility of the Covered Employee. Covered Employees who receive an Individual Penalties Payment pursuant to this Settlement shall be responsible for correctly characterizing such amounts for tax reporting purposes and solely responsible for any and all tax obligations associated with such receipt.

VIII. ADVICE OF ATTORNEY

1. Plaintiff acknowledges she has been encouraged to seek independent representation or legal counsel regarding the rights being waived by this Agreement, and was given a full and fair opportunity to become fully informed about the legal impact of this Agreement before signing this Agreement. Plaintiff is represented by counsel experienced in this type of matter, and this Agreement was reached after extensive negotiations. Plaintiff warrants and represents that in

1 executing this Agreement, she has had the opportunity to have the terms of this Agreement and its
2 consequences completely explained to them by her attorney, and fully understands the terms and
3 consequences of this Agreement.

4 2. Plaintiff represents and acknowledges she is voluntarily entering into this
5 Agreement with the full knowledge of the rights she may be waiving.

6 **IX. SUCCESSORS**

7 1. This Agreement shall inure to the benefit of the Covered Employees and
8 Defendants, and each of their respective former, current and future parent companies, subsidiaries,
9 affiliates, shareholders, members, agents (including, without limitation, any investment bankers,
10 accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and
11 employees), predecessors, successors, assigns, officers, directors, employees, and any individuals
12 or entities which could be jointly liable for any of the Released Claims as defined herein.

13 **X. EFFECTUATION**

14 1. The Parties shall execute any and all other documents and do all other things which
15 may be reasonably necessary to carry out the terms of this Agreement.

16 2. The Court shall enter judgment upon approval of this Agreement. The Court shall
17 retain jurisdiction over the Parties to enforce the terms of the judgment. Notice of entry of
18 judgment and order shall be served on the LWDA.

19 3. The Parties agree that this Agreement may be executed in counterparts and that
20 original signatures, facsimile signatures, or PDF files of signatures shall be binding.

21 **XI. ATTORNEYS' FEES AND EXPENSES**

22 1. **Attorney's Fees.** As part of the request for Court Approval, Plaintiff's Counsel
23 will submit its request for an award of attorneys' fees associated with Plaintiff's Counsel's
24 litigation and Settlement of this case, to be paid out of the Gross Settlement Amount, as follows:
25 (i) up to one-third of the GSA (\$25,900) for an award of Plaintiff's Counsel's attorneys' fees and
26 (ii) up to \$2,000 for reimbursement of actual costs incurred in Plaintiff's Counsel's litigation of
27 this case. Defendant shall not oppose this request. The Court shall determine the amount of
28 attorneys' fees and expenses to be paid to Plaintiff's Counsel at a hearing on approval of this

1 Settlement. Any portion of the amount sought for fees and costs that is not awarded to Plaintiff's
2 counsel will not revert to Defendant, but will be part of the Net Settlement Amount to be distributed
3 to the LWDA and Covered Employees as set forth in Paragraph III.2.

4 2. **Each Party to Bear Its Own Costs.** Except as is specifically provided herein, the
5 Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise,
6 incurred by them or arising out of this Action, and will not seek reimbursement thereof from any
7 Party to this Agreement.

8 **XII. MISCELLANEOUS PROVISIONS**

9 1. **Entire Agreement.** This Agreement is the complete and entire agreement between
10 the Parties regarding the Released Claims as of the effective date of the Agreement, and is intended
11 to be fully integrated. Any and all prior agreements and/or understandings, whether written or oral,
12 that are not set forth in this Agreement shall have no force or effect. Notwithstanding the foregoing,
13 the Parties acknowledge that Plaintiff and Defendant have entered into a separate confidential
14 agreement to settle all potential claims for discrimination, wrongful termination, retaliation, and
15 other individual damages, which will be provided to the Court for review upon the filing of the
16 Motion for Approval of this Settlement. Each Party acknowledges and represents that in executing
17 this Agreement they have not relied upon any inducements, promises, or representations made by
18 the other Party or any person representing any other Party which are not specifically set forth in
19 this Agreement.

20 2. **Modification.** This Agreement may not be modified, except by an express written
21 agreement signed by all Parties.

22 3. **Venue.** The parties agree that this Agreement is entered into and is to be performed
23 in Fresno County, California, and that venue for any proceeding to enforce or interpret this
24 Agreement shall be in Fresno County, California.

25 4. **Construction.** Each Party to this Agreement has had an opportunity to participate
26 in the drafting of this Agreement to the extent they desire and, therefore, this Agreement shall be
27 construed according to its plain meaning and not in favor of or against any Party.

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1 5. **Governing Law.** This Stipulation is intended to and shall be governed by the laws
2 of the State of California, without regard to conflict of law principles, in all respects, including
3 execution, interpretation, performance, and enforcement.

4 6. **Corporate Signatories.** Any person executing this Stipulation or any such related
5 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
6 Parties hereto, that such person has been duly authorized by such corporation to execute this
7 Stipulation or any such related document.

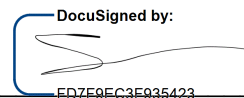
8 7. **Execution in Counterparts.** This Stipulation shall become effective upon its
9 execution by all of the undersigned. The Parties and their counsel may execute this Stipulation in
10 counterparts, and execution of counterparts shall have the same force and effect as if all Parties
11 had signed the same instrument.

12 8. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of
13 this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

14 **IN WITNESS WHEREOF,** the Parties and their counsel have executed this Agreement
15 on the date below their signatures or the signature of their representatives. The date of the
16 Agreement shall be the date of the latest signature.

17
18 Dated: 4/4/2022, 2022

By: GRACE DURAN

DocuSigned by:

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20
21 Dated: Apr 8, 2022, 2022

By: TKS CARE SERVICES, INC.


Tiffany Phelan (Apr 8, 2022 09:43 PDT)

22
23
24 Name: Tiffany Phelan
25 Title: President
26
27
28

2022-04-04 PAGA Settlement Agreement (Duran) (signed by PI.)

Final Audit Report

2022-04-08

Created:	2022-04-08
By:	Ron Buchanan (rb@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAbaD8w1qLU8wciyWlq1Y8oHOY-6nVy21e

"2022-04-04 PAGA Settlement Agreement (Duran) (signed by PI.)" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2022-04-04 - 8:17:01 PM GMT- IP address: 66.60.176.162

 Document created by Ron Buchanan (rb@castleemploymentlaw.com)

2022-04-08 - 4:32:27 PM GMT- IP address: 66.60.176.162

 Document emailed to Tiffany Phelan (tphelan@seniorhelpers.com) for signature

2022-04-08 - 4:33:10 PM GMT

 Email viewed by Tiffany Phelan (tphelan@seniorhelpers.com)

2022-04-08 - 4:42:51 PM GMT- IP address: 119.13.221.148

 Document e-signed by Tiffany Phelan (tphelan@seniorhelpers.com)

Signature Date: 2022-04-08 - 4:43:26 PM GMT - Time Source: server- IP address: 72.222.129.101

 Agreement completed.

2022-04-08 - 4:43:26 PM GMT