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VISTA DEL MAR CHILD AND FAMILY SERVICES  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE  
11

12 DENISE BELTRAN, an individual, on  
behalf of herself and all other aggrieved  
13 employees,

14 Plaintiff,

15 v.

16 VISTA DEL MAR CHILD AND FAMILY  
SERVICES, a California Corporation, and  
17 DOES 1 through 100, inclusive,

18 Defendants.  
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CASE NO.: 20SMCV01926  
*[Unlimited Jurisdiction]*

**STIPULATION OF SETTLEMENT**

*Assigned for all purposes to the  
Honorable Craig D. Karlan, Dept. N*

Complaint Filed: December 11, 2020  
Trial Date: None set

1 This Stipulation of Settlement (“PAGA Settlement Agreement” or “Stipulation of  
2 Settlement” or “Settlement”) is made by and between the Named Plaintiff, Denise Beltran  
3 (“Plaintiff”), on her own behalf and on behalf of all members of the PAGA Group, as defined  
4 below, and Defendant Vista Del Mar Child and Family Services (“Vista Del Mar” or  
5 “Defendant”), in the lawsuit entitled *Denise Beltran v. Vista Del Mar Child and Family Services*,  
6 *et al.*, Los Angeles Superior Court Case No. 20SMCV01926 (the “Litigation”). The term  
7 “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be  
8 appropriate. This PAGA Settlement Agreement resolves all claims asserted against Defendant  
9 pertaining to the claims in the Litigation pursuant to and subject to the definitions, recitals, and  
10 terms and conditions set forth herein, which by this reference become an integral part of this  
11 Stipulation of Settlement, subject to the approval of the Court.

12 **I. DEFINITIONS**

13 **A. Administrative Costs.** All administrative costs of settlement, including cost of  
14 notice to the Settlement Group, administration, and any fees and costs incurred or charged by  
15 the Settlement Administrator in connection with the execution of its duties under this Stipulation  
16 of Settlement.

17 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used  
18 synonymously herein to mean this PAGA Settlement Agreement for purposes of Resolution.

19 **C. Court.** The term “Court” as used herein means the Superior Court of the State  
20 of California for the County of Los Angeles.

21 **D. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein  
22 mean the date of the Court’s approval of the PAGA Settlement Agreement.

23 **E. Defendants.** The term “Defendant” as used herein means: Vista Del Mar Child  
24 and Family Services.

25 **F. Litigation.** The term “Litigation” as used herein means the action entitled filed  
26 in Los Angeles Superior Court, Case No. 20SMCV01926.

27 **G. Named Plaintiff.** The term “Named Plaintiff” as used herein means Denise  
28 Beltran. The term Named Plaintiff shall be used synonymously with the term PAGA

1 Representative.

2 **H. Net Settlement Amount.** The term “Net Settlement Amount” as used herein is  
3 the total Settlement Payment (\$315,000) and will be allocated as follows: (a) PAGA’s Counsel’s  
4 award of attorneys’ fees up to the requested amount of 40% (\$126,000) of the Settlement  
5 Payment; (b) PAGA Counsel’s request for reimbursement of Litigation costs; (c) Administrative  
6 Costs; (d) PAGA Enhancement Payment; and (e) the remainder of the Settlement Payment after  
7 deducting items (a), (b), (c), and (d) herein shall be designated as “PAGA Penalties”, which are  
8 allocated between the LWDA and PAGA employees, with seventy-five percent (75%) of  
9 penalties payable to the LWDA (“LWDA Payment”) and twenty-five percent (25%) to the  
10 PAGA employees (“PAGA GROUP PAYMENT”) pursuant to California’s Private Attorney  
11 General Act (“PAGA”), and as provided in Sections VI and X, respectively.

12 **I. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include  
13 payments made to the Settlement Group as part of the Resolution.

14 **J. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-  
15 five percent (75%) of the remainder of the Settlement Amount after the deduction of any award  
16 of attorneys’ fees, Litigation costs, and Administrative Costs and the PAGA Enhancement  
17 Payment.

18 **K. PAGA GROUP PAYMENT.** The term “PAGA GROUP PAYMENT” as used  
19 herein means Twenty-five percent (25%) of the remainder of the Settlement Amount after the  
20 deduction of any award of attorneys’ fees, Litigation costs, Administrative Costs, and the PAGA  
21 Enhancement Payment.

22 **L. PAGA Enhancement Payment.** The amount the Court awards to Plaintiff,  
23 which will not exceed Five Thousand Dollars (\$5,000.00), subject to Court approval, in  
24 recognition of her actions in conferring a benefit upon the State of California and her effort and  
25 work in prosecuting the Litigation on behalf of the PAGA Group.

26 **M. Plaintiff’s Counsel.** The term “Plaintiff’s Counsel” as used herein means: Haig  
27 B. Kazandjian Lawyers, APC, who are counsel for and acting on behalf of Named Plaintiff.

28 **N. PAGA Group.** The PAGA Group is defined as: All persons within the State of

1 California who are or were employed by Defendants or provided services to Defendants in the  
2 State of California that were classified as non-exempt at any time within the PAGA Period.

3 **O. PAGA Period.** The term “PAGA Period” or “Settlement Period” shall refer to  
4 the time period from October 7, 2019 to the date of settlement approval.

5 **P. Resolution.** The term “Resolution” as used herein means this Agreement to  
6 resolve the Litigation.

7 **Q. Settlement Administrator.** The term “Settlement Administrator” as used herein  
8 means Phoenix Settlement Administrators, which will be responsible for the administration of  
9 the Settlement Payment, as defined below, and all related matters.

10 **R. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are  
11 used synonymously herein to means this PAGA Settlement Agreement.

12 **S. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement  
13 Fund” as used herein mean a fund in the sum of THREE HUNDRED FIFTEEN THOUSAND  
14 DOLLARS AND ZERO CENTS (\$315,000.00) which shall be paid by Defendant, and from  
15 which all Net Settlement Payments, PAGA Enhancement Payment, Court approved attorneys’  
16 fees and Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section  
17 VIII, and distribution to the LWDA pursuant to Section XVI shall be paid, except as provided  
18 herein.

19 The Parties currently estimate that there are approximately 329 individuals in the PAGA  
20 Group, who worked an aggregate total of approximately 10,761 pay periods during the PAGA  
21 Period, all of which shall be confirmed by the Settlement Administrator.

## 22 **II. BACKGROUND**

23 A. On September 23, 2020, Plaintiff provided Defendant with a Private Attorney  
24 General Act (“PAGA”) Notice to the Labor and Workforce Development Agency (“LWDA”)  
25 and demand letter alleging claims for wage and hour PAGA violations against Defendant on  
26 Plaintiff’s behalf and on behalf of other alleged aggrieved employees, including: (1) failure to  
27 provide employment records; (2) failure to properly compensate overtime; (3) meal period  
28 violations; (4) rest period violations; (5) minimum wage violations; (6) failure to provide

1 accurate, itemized wage statements; (7) failure to pay timely wages; (8) failure to pay wages  
2 upon termination; (9) violation of the Wage Theft Prevention Act; (10) failure to reimburse  
3 business expenses; and (11) failure to provide paid sick leave.

4 B. On December 11, 2020, Plaintiff brought an action against Defendant, which is  
5 pending as *Denise Beltran v. Vista Del Mar Child and Family Services, et al.*, Los Angeles  
6 Superior Court Case No. 20SMCV01926 (the “Litigation”). In the Litigation, Plaintiff asserts  
7 the same claims alleged in her PAGA notice to the LWDA, including (1) failure to provide  
8 employment records in violation of Labor Code §§226, 432, and 1198.5; (2) failure to pay  
9 overtime and double time in violation of Labor Code §§510 and applicable Wage Orders; (3)  
10 failure to provide rest and meal periods in violation of Labor Code §§226.7, 512(a) and  
11 applicable Wage Orders; (4) failure to pay minimum wage in violation of Labor Code §§1182.2,  
12 1194, 1197, 1197.1, and applicable Wage Orders; (5) failure to keep accurate payroll records  
13 and provide itemized wage statements in violation of Labor Code §§226(a), 1174(d), 1198, and  
14 the applicable Wage Orders; (6) failure to pay all wages earned on time in violation of Labor  
15 Code §204; (7) failure to pay all wages earned upon discharge or resignation in violation of  
16 Labor Codes §§201, 202, and 203; (8) failure to provide basic information at the time of hiring  
17 and when employment changes occur in violation of Labor Code §2810.5(a)(1)(A)-(C) (Wage  
18 Theft Prevention Act); (9) failure to reimburse necessary, business-related expenses in violation  
19 of Labor Code §2800 and 2802; and (10) failure to provide notice of paid sick time and accrual  
20 in violation of Labor Code §246. The Litigation sought penalties under PAGA for these alleged  
21 violations.

22 C. Following the filing of the Litigation, counsel for the Parties met and conferred  
23 with respect to the potential settlement of the Litigation. Pursuant to these discussions, the  
24 Parties agreed to exchange informal discovery and engaged in private mediation. The Parties  
25 subsequently exchanged informal discovery, including: information and documentation  
26 concerning the claims set forth in the Litigation, such as documentation regarding Named  
27 Plaintiff’s employment; information regarding the number of putative PAGA Group members  
28 and the number of current versus former employees; and the total pay periods worked by the

1   PAGA Group.

2           D.     Named Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length  
3 negotiations. On June 10, 2021, the Parties participated in a mediation with the mediator Todd  
4 Smith, which resulted in a settlement. The Parties settled the case, subject to the Approval of  
5 the Court and finalization of a formal Stipulation of Settlement. The Parties have now entered  
6 into a more detailed, formalized Stipulation of Settlement for submission to the Court for  
7 Approval.

8           E.     Plaintiff's Counsel has conducted an investigation of the law and facts relating  
9 to the claims asserted in the Litigation and has concluded, taking into account the sharply  
10 contested issues involved, the expense and time necessary to pursue the Litigation through trial  
11 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse  
12 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by  
13 the Named Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a  
14 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,  
15 adequate, and in the best interests of the PAGA Group. Named Plaintiff, on her own behalf and  
16 as a representative pursuant to PAGA, has agreed to settle the Litigation with Defendant on the  
17 terms set forth herein.

18           F.     Defendant has concluded that, because of the substantial expense of defending  
19 against the Litigation, the length of time necessary to resolve the issues presented herein, the  
20 inconvenience involved, and the concomitant disruption to its operations, it is in its best interests  
21 to accept the terms of this Agreement. Defendant denies each of the allegations and claims  
22 asserted against it in the Litigation. However, Defendant nevertheless desires to settle the  
23 Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing  
24 litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

25           G.     This Agreement is intended to and does effectuate the full, final, and complete  
26 resolution of all allegations and claims that were asserted in the Litigation by Named Plaintiff  
27 as released below herein.

28           **III.   JURISDICTION**

1 The Parties agree that the Court has jurisdiction over the Parties and the subject matter  
2 of this Litigation. The Litigation includes claims that, while Defendant denies them in their  
3 entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes.  
4 After the Court has granted Approval of the Resolution, pursuant to California Code of Civil  
5 Procedure Section 664.6 the Parties agree that the Court shall retain jurisdiction of this action  
6 solely for the purpose of interpreting, implementing, and enforcing this Resolution consistent  
7 with the terms set forth herein, and the Parties and their counsel submit to the jurisdiction of the  
8 Court for purposes of interpreting, implementing, and enforcing this Agreement and all orders  
9 and judgments entered in connection therewith.

10 **IV. STATEMENT OF NO ADMISSION**

11 A. Defendant denies liability to Named Plaintiff and to the PAGA Group upon any  
12 claim or cause of action. This Agreement does not constitute, and is not intended to constitute,  
13 an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or  
14 claims made against it in the Litigation.

15 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor  
16 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,  
17 or used during the course of the negotiations leading to this Agreement or the Resolution, is  
18 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be  
19 used, or be admissible in any way in this case or any other judicial, arbitral, administrative,  
20 investigative, or other forum or proceeding as evidence of any violation of any federal, state, or  
21 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at  
22 law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement,  
23 directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or  
24 other forum or proceeding, as purported evidence of any violation of any federal, state, or local  
25 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or  
26 in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used  
27 in any proceeding before the Court that has as its purpose the interpretation, implementation, or  
28

1 enforcement of this Agreement or any orders or judgments of the Court entered in connection  
2 with the Resolution.

3 C. None of the documents produced or created by Named Plaintiff or the PAGA  
4 Group in connection with the claims procedures or claims resolution procedures constitute, and  
5 they are not intended to constitute, an admission by Defendant of any violation of any federal,  
6 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or  
7 duty at law or in equity.

8 D. Nothing in this Agreement will be construed as an admission or  
9 acknowledgement of any kind that any group should or would be given collective treatment in  
10 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the  
11 Court's actions with regard to this Agreement will be admissible in any court or other tribunal  
12 regarding the propriety of collective treatment. In the event that this Agreement is not approved  
13 by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named  
14 Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights,  
15 or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or  
16 affected in any way any of their objections or defenses in the Litigation.

17 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

18 **A. Release as to All PAGA Group Members.**

19 Upon Approval by the Court of this Settlement, Plaintiff and each member of the PAGA  
20 Group, will release any and all claims and causes of action under the California Private  
21 Attorneys' General Act of 2004 Cal. Lab. Code § 2698 (PAGA) against Defendant, Defendant's  
22 parents, owners, subsidiaries, affiliates, their insurers, attorneys, and all agents thereof, arising  
23 out of the facts and claims asserted in Named Plaintiff's September 23, 2020 PAGA Notice and  
24 in the Complaint in the Litigation for civil penalties under PAGA based upon any of Named  
25 Plaintiff's allegations or claims, under any legal theory of liability, including claims that  
26 Defendant failed to provide employment records, failed to properly compensate overtime, failed  
27 to provide meal and rest periods, failed to provide minimum wage, failed to provide accurate,  
28 itemized wage statements, failed to pay timely wages, failed to pay wages upon termination,

1 violated the Wage Theft Prevention Act, failed to reimburse business expenses, or failed to  
2 provide paid sick leave, or any other violations under Labor Code sections 201, 202, 203, 204,  
3 206, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 432, 510, 512(a), 558, 558.1, 1174(d), 1174.5,  
4 1182.2, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and 2699, and their  
5 subsections, and all applicable Wage Orders as well as all interpretations of these laws by  
6 California Courts and administrative bodies. This release extends only to the penalties available  
7 through PAGA and does not release individual claims.

8 **B. Publicity.**

9 The Named Plaintiff and her counsel agree that they have not and will not publish the  
10 Resolution. More specifically, Named Plaintiff and her counsel agree that they will not report  
11 the Settlement in any medium or in any publication, shall not post or report anything regarding  
12 the claims of Named Plaintiff or the Settlement on any website, and shall not contact any  
13 reporters or media regarding the Settlement. However, nothing in the provision shall be  
14 construed from as preventing the Parties from taking following actions: (a) Named Plaintiff's  
15 Counsel shall be allowed to refer to the Litigation and Resolution in other litigations to support  
16 their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the  
17 Parties shall have the right to disclose the Resolution as may be required under federal or state  
18 tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties  
19 may refer to the Resolution, describe its terms, and file the settlement agreement with the Court,  
20 the California LWDA, and the Settlement Administrator in connection with any proceedings  
21 which are reasonably necessary to obtain Approval of the Settlement; and, (d) the Parties or  
22 their representatives may communicate with accountants or legal advisors regarding the  
23 Resolution. Except for the previously listed exceptions, in response to any inquiries about the  
24 Litigation, the Parties may state that "the case was resolved, and it was resolved confidentially."

25 **VI. SETTLEMENT ADMINISTRATOR**

26 Named Plaintiff and Defendant, through their respective counsel, have selected  
27 Simpluris Inc., as the Settlement Administrator to administer the Resolution, which includes but  
28 is not limited to distributing and responding to inquiries about the Notice of Resolution and

1 calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the  
2 Settlement Administrator, estimated to be no more than Ten Thousand Dollars (\$10,000.00) will  
3 be paid from the Settlement Amount. Any charges and expenses of the Settlement  
4 Administrator greater than the allocated Ten Thousand Dollars (\$10,000.00) will come from the  
5 Settlement Amount. If the actual Settlement Administrator fees are less than the Parties'  
6 estimation, the difference between the actual and estimated Settlement Administrator fees will  
7 be included in the Net Settlement Amount.

## 8 **VII. NOTICE**

9 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared  
10 a Notice of PAGA Settlement (the "Notice"), in the form attached hereto as Exhibit "A" which  
11 in substance will be provided to the members of the PAGA Group as follows:

12 As soon as practicable following Approval of the Resolution, but no later than twenty-  
13 one (21) business days after the Court's Approval, Defendant will provide to the Settlement  
14 Administrator the following information about each PAGA Group member: (1) name; (2) last  
15 known home address; (3) number of pay periods as a PAGA Group member during the PAGA  
16 period; and (4) social security number ("PAGA List").

17 The Settlement Administrator shall run all the addresses provided through the United  
18 States Postal Service NCOA database (which provides updated addresses for any individual who  
19 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding  
20 address) to obtain current address information. Within fifteen (15) business days after the  
21 Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail  
22 the Notice of Resolution together with a settlement payment to all PAGA Group members by  
23 first-class United States mail, postage prepaid, with directions to the Postmaster to forward the  
24 Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of  
25 PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement  
26 Administrator shall promptly attempt to locate the Aggrieved Employee by performing an  
27 additional skip trace and shall re-mail the Notice and settlement check no later than ten (10)  
28 calendar days following receipt of the undeliverable Notice. The Notice will be provided in

1 English.

2 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

3 **A. Distribution Formula.**

4 Members of the PAGA Group will receive a lump sum payment as good and valuable  
5 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount  
6 determined by the Settlement Administrator in accordance with the provisions of this  
7 Agreement.

8 The lump sum payment to each member of the PAGA Group will be determined by  
9 dividing the Net Settlement Amount by the total number of pay periods worked by all members  
10 of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then  
11 multiplying the Pay Period Amount by the number of pay periods worked by the individual  
12 PAGA member.

13 **B. Funding of Resolution.**

14 The funding of the Settlement Amount will be completed at one time with funds  
15 provided to and escrowed by the Settlement Administrator. The funds used for the Settlement  
16 Amount shall be paid to the Claims Administrator by Defendant within thirty (30) business days  
17 of its receipt of a notice of entry of the Court's Approval order.

18 If a PAGA Group member is deceased at the time of distribution, the Settlement  
19 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to  
20 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),  
21 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's  
22 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar  
23 disposition such that any competing heirs may take whatever action they wish to resolve ultimate  
24 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim  
25 any further interest in or obligation in relation to such money.

26 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip  
28 trace search and, if another address is identified, shall mail the check to the newly identified

1 address. If the Settlement Administrator is unable to obtain a valid mailing address through this  
2 process, the monies represented by the check shall be turned over according to the below  
3 procedures.

4 Settlement checks will specifically indicate that they are void if not negotiated within  
5 one hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one  
6 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall  
7 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group  
8 member's uncashed Individual Settlement Payment to the California State Controller for deposit  
9 in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed  
10 Individual Settlement Payment was drafted.

11 **C. PAGA Enhancement Payment.**

12 Subject to Court approval, the Plaintiff shall receive an Enhancement Award of up to  
13 Five Thousand Dollars (\$5,000.00) for services as the PAGA representative. The PAGA  
14 Enhancement Payment will be paid from the Gross Settlement Fund and Settlement Amount  
15 and shall not constitute payment to any other PAGA Group members other than Plaintiff. To  
16 the extent that the Court approves less than the amount of PAGA Enhancement Award that  
17 Plaintiff's Counsel requests, the difference between the requested and awarded amounts will be  
18 reallocated to the Net Settlement Amount, and Plaintiff shall not have the right to revoke this  
19 Settlement, and it will remain binding.

20 Because it is the intent of the Parties that the PAGA Enhancement Payment represent  
21 payment to Plaintiff for service to the PAGA Group, and not wages, the Settlement Administrator  
22 will not withhold any taxes from the PAGA Enhancement Payment. The PAGA Enhancement  
23 Payment will be reported on the IRS Form 1099, which the Settlement Administrator will provide  
24 to Plaintiff and to the pertinent taxing authorities as required by law.

25 **D. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

26 The Settlement Administrator shall cause the Court approved attorney's fees and  
27 Litigation costs and LWDA Payment to be paid at the same time and manner as the Settlement  
28 Payments to the PAGA Group.

1 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

2 The amounts paid under this Agreement do not represent a modification of any  
3 previously credited hours of service under any employee benefit plan, policy, or bonus program  
4 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,  
5 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)  
6 sponsored by Defendant's, policies, or bonus programs. Any payments made under the terms  
7 of this Resolution shall not be applied retroactively, currently, or on a going forward basis as  
8 salary, earnings, wages, or any other form of compensation for the purposes of Defendant's  
9 benefit plan, policy, or bonus program. Defendant retains the right to modify the language of  
10 its benefit plans, policies, and bonus programs to effect this intent and to make clear that any  
11 amounts paid pursuant to this Resolution are not for "hours worked," "hours paid," "hours of  
12 service," or any similar measuring term as defined by applicable plans, policies, and bonus  
13 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that  
14 additional contributions or benefits are not required by this Resolution.

15 **X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS**

16 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's  
17 Counsel shall not seek or receive an amount in excess of ONE HUNDRED THIRTY  
18 THOUSAND DOLLARS AND ZERO CENTS (\$126,000.00) which represents 40% of the  
19 Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle, and  
20 administer the Litigation and this Resolution. Any attorneys' fees or Litigation costs awarded  
21 to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the  
22 purpose of determining the Net Settlement Amount. This amount shall include all attorneys'  
23 fees, Litigation costs, and expenses for which Named Plaintiff and Plaintiff's Counsel could  
24 claim under any legal theory whatsoever. Should the Court approve a lesser percentage or  
25 amount of fees and/or Litigation costs than the amount that Plaintiff's Counsel ultimately seeks,  
26 then the unapproved portion or portions shall revert to the Net Settlement Amount.

27 **XI. TAXATION AND ALLOCATION**

1 For withholding tax characterization purposes and payment of taxes, the Net Settlement  
2 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement  
3 Allocation"): 100% as penalties.

4 All PAGA Group members who cash their settlement check may receive an IRS Form  
5 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in  
6 compliance with IRS guidelines).

7 **XII. COURT APPROVAL**

8 This Agreement and the Resolution is contingent upon Approval by the Court. Named  
9 Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure  
10 Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and  
11 will not take any action adverse to each other in obtaining Court Approval of the Resolution in  
12 all respects.

13 **XIII. APPRIASAL AND CERTIFICATION BY THE SETTLEMENT**  
14 **ADMINISTRATOR.**

15 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel  
16 apprised of all distributions from the Settlement Amount. Upon completion of administration  
17 of the Settlement, the Settlement Administrator shall provide written certification of such  
18 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall  
19 also provide Defendant with a final accounting, including the names of payees and Net  
20 Settlement Payments.

21 **XIV. MISCELLANEOUS PROVISIONS**

22 **A. Stay of Litigation.**

23 The Parties agree that upon full execution of this Settlement, the matter is stayed  
24 in its entirety except for any filings and/or motion work necessary to attain Court approval of the  
25 Settlement. Should the Court not grant approval of the Motion For Approval of PAGA  
26 Representative Action Settlement, or of the Stipulation For Approval Of The PAGA  
27 Representative Action Settlement, the stay will be lifted thirty (30) days thereafter and the Parties  
28 will be restored to their positions prior to the Settlement and the Settlement shall be null and

1 void. Upon mutual agreement by the Parties, after this thirty(30) days expires, the Parties may  
2 agree to additional extensions of this stay in order to work towards obtaining Court approval, and  
3 this agreement between the Parties must be in writing.

4 **B. Interpretation of the Agreement.**

5 This Agreement constitutes the entire agreement between Named Plaintiff and  
6 Defendant. Except as expressly provided herein, this Agreement has not been executed in  
7 reliance upon any other written or oral representations or terms, and no such extrinsic oral or  
8 written representations or terms shall modify, vary, or contradict its terms. In entering into this  
9 Agreement, the Parties agree that this Agreement is to be construed according to its terms and  
10 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and  
11 enforced under the laws of the State of California, both in its procedural and substantive aspects,  
12 without regard to its conflict of laws provisions. Any claim arising out of or relating to the  
13 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior  
14 Court of the State of California for the County of Los Angeles and Named Plaintiff and  
15 Defendant hereby consent to the personal jurisdiction of the Court over them solely in  
16 connection therewith. The foregoing is only limited to disputes concerning this Agreement and  
17 in no way limits or negates the enforceability and effect of any other agreements signed by  
18 employees of Defendant. Named Plaintiff, on his own behalf and on behalf of the PAGA Group,  
19 and Defendant participated in the negotiation and drafting of this Agreement and had available  
20 to them the advice and assistance of independent counsel. As such, neither Named Plaintiff nor  
21 Defendant may claim that any ambiguity in this Agreement should be construed against the  
22 other.

23 The terms and conditions of this Agreement constitute the exclusive and final  
24 understanding and expression of all agreements between Named Plaintiff and Defendant with  
25 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing  
26 signed by counsel for all Parties or their successors-in-interest.

27 **C. Further Cooperation.**

28 Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to

1 prepare and execute all documents, to seek Approval from the Court, and to do all things  
2 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

3 **D. Confidentiality of Documents.**

4 Named Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain  
5 the confidentiality of all documents, deposition transcripts, declarations, and other information  
6 obtained in the Litigation, unless necessary for appeal or such documents are ordered to be  
7 disclosed by the Judge or by a subpoena.

8 **E. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, all  
10 of which will be considered one and the same instrument and all of which will be considered  
11 duplicate originals.

12 **F. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this  
14 Agreement on behalf of the party for whom or which that individual signs.

15 **G. No Third-Party Beneficiaries.**

16 Named Plaintiff, members of the PAGA Group, Defendant, and Released Entities are  
17 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

18 **H. Force Majeure.**

19 The failure of any party to perform any of its obligations hereunder shall not subject such  
20 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in  
21 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,  
22 floods, wars, interruptions or delays in transportation, power outages, labor disputes or  
23 shortages, shortages of material or supplies, governmental laws, restrictions, rules or  
24 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar  
25 or different circumstances or causes beyond the reasonable control of such party.

26 **I. Deadlines Falling on Weekends or Holidays.**

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

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**J. Severability.**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**K. Defendant's Fees and Costs**

All of Defendant's own legal fees, costs, and expenses incurred in this Action shall be borne by Defendant.

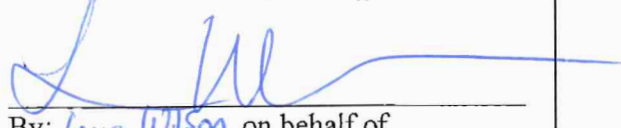
[Signatures to follow on next page]

1 Dated: July 8th, 2021

Denise Beltran

DENISE BELTRAN, *Plaintiff*

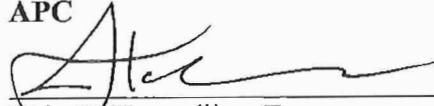
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3 Dated: July 19, 2021

  
By: Lena Wilson, on behalf of  
VISTA DEL MAR CHILD AND FAMILY  
SERVICES., *Defendant*

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7 **APPROVED AS TO FORM ONLY:**

8 Dated: July 9, 2021

**HAIG B. KAZANDJIAN LAWYERS,  
APC**

  
Haig B. Kazandjian, Esq.  
Cathy Gonzalez, Esq.  
Kevin Crough, Esq.  
Attorneys for Plaintiff  
DENISE BELTRAN

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15 Dated: July 20, 2021

**FISHER & PHILLIPS LLP**

  
Nicole Golob, Esq.  
Joel Moon, Esq.  
Alyssa L. Graf, Esq.  
Attorney for Defendants  
VISTA DEL MAR CHILD AND FAMILY  
SERVICES

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**PROOF OF SERVICE**  
**(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Fisher & Phillips LLP and my business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

On July 8, 2021, I served the foregoing document entitled **DOCUMENT TITLE** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

|                                      |                        |
|--------------------------------------|------------------------|
| Haig B. Kazandjian, Esq.             | Attorney for Plaintiff |
| Cathy Gonzalez, Esq.,                | DENISE BELTRAN         |
| Kevin Crough, Esq.,                  |                        |
| HAIG B. KAZANDJIAN LA WYERS, APC     |                        |
| 801 North Brand Boulevard, Suite 970 |                        |
| Glendale, California 91203           |                        |
| Telephone: (818) 696-2306            |                        |
| Facsimile: (818) 696-2307            |                        |
| E-Mail: haig@hbklawyers.com          |                        |
| cathy@hbklawyers.com                 |                        |
| kevin@hbklawyers.com                 |                        |

☒ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☐ **[by FAX]** - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.

☐ **[by FEDERAL EXPRESS]** - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

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

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Executed July 8, 2021, at Los Angeles, California.

Adriana Preciado

Print Name

By: \_\_\_\_\_

Signature