

Jacob N. Whitehead, SBN 266123  
 jacob@jnwpc.com  
 WHITEHEAD EMPLOYMENT LAW  
 7700 Irvine Center Drive, Suite 930  
 Irvine, CA 92618  
 Telephone: (949) 674-4922

Anthony J. Orshansky, SBN 199364  
 anthony@counselonegroup.com  
 COUNSELONE, P.C.  
 9301 Wilshire Blvd, Suite 650  
 Beverly Hills, CA 90210  
 Telephone: (310) 277-9945

Attorneys for Lorena Vidal and Vanessa Pena-Leon, in their  
 Representative capacity on behalf of themselves and all other Aggrieved Employees

Lonnie D. Giamela, SBN 228435  
 lgiamela@fisherphillips.com  
 Danielle S. Zobel, SBN 305311  
 dzobel@fisherphillips.com  
 FISHER & PHILLIPS LLP  
 444 South Flower Street, Suite 1500  
 Los Angeles, California 90071  
 Telephone: (213) 330-4500

Attorneys for Defendant  
 THE CALIFORNIA HOME FOR THE AGED, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF FRESNO**

LORENA VIDAL and VANESSA PENA-  
 LEON, in their representative capacity and on  
 behalf of all other aggrieved employees,

Plaintiffs,

vs.

THE CALIFORNIA HOME FOR THE AGED  
 INC. dba California Armenian Home, a  
 California corporation, and Does 1 through 50,  
 inclusive,

Defendants.

**Case No.: 21CECG02976**

*Assigned for all purposes to the Honorable  
 Judge Kimberly A Gaab, Dept. 503*

**JOINT STIPULATION OF PAGA  
 SETTLEMENT AND RELEASE**

Complaint filed: August 09, 2021

## STIPULATION AND AGREEMENT OF SETTLEMENT

This Joint Stipulation of PAGA Settlement and Release (the “Stipulation”) states the proposed terms of the PAGA settlement and is entered into among the named PAGA Representative Plaintiffs Lorena Vidal and Vanessa Pena-Leon (the “Representative Plaintiffs”) and Defendant The California Home for the Aged, Inc., (“Defendant”) (collectively, the “Parties”). The terms stated below are agreed to, and once approved by the Court, shall be binding on the named Representative Plaintiffs, Defendant, and on the PAGA Members as defined in Section 1.8 below that the named Representative Plaintiffs purport to represent.

### 1.0 DEFINITIONS

As used in this Stipulation, the following terms shall have the meanings specified below:

1.1 “Alleged Claims” shall mean, in the broadest sense possible, the claims that alleged based upon the factual allegations in the Complaint filed in this lawsuit (the “Action”), or arising out of the same nucleus of operative facts. The Alleged Claims are penalties under the Private Attorneys General Act of 2004 ( “PAGA”) for the following violations : (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2) failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5) failure to provide meal and rest breaks (Cal. Labor Code §§ 226.7, 512, and 1198); (6) failure to pay minimum wage (Cal. Labor Code §§ 1194, 1197, 1197.1); and (7) failure to reimburse work expenses (Cal Labor Code §§ 2800, 2802) during the relevant period of August 27, 2020 through the date the Court enters an order approving this stipulation.

1.2 “Action” means the court actions, entitled *Lorena Vidal and Vanessa Pena-Leon v. The California Home for the Aged, Inc.*, Case No. 21CECG02976, pending before the Fresno County Superior Court.

1.3 The Alleged Claims include all claims of entitlement to civil, penalties, interest, attorneys’ fees, and costs., and declaratory relief.

1           1.4     “Agreement,” “Settlement,” or “Stipulation” means this Joint Stipulation of PAGA  
2 Settlement and Release.

3           1.5     “Claims Administrator” is a third-party administrator to be agreed upon by the Parties.

4           1.6     “Claims Administration Costs” shall mean the amount that will be paid to the Claims  
5 Administrator for administering the Settlement.

6           1.7     “PAGA Counsel” means Jacob N. Whitehead of Whitehead Employment Law and  
7 Anthony J. Orshansky of CounselOne, P.C..

8           1.8     “ “PAGA Counsel Award” shall have the meaning set forth in Section 4.3 of this  
9 Stipulation.  
10

11          1.9     “PAGA Members” means any hourly-paid or non-exempt individual employed by  
12 Defendant for at least one day between the dates of August 27, 2020 and the date that the Court grants  
13 approval to this Settlement Agreement.

14          1.10    “Relevant Period” is August 27, 2020, through the date the Court enters its order  
15 granting approval of this Stipulation.

16          1.11    “Representative Plaintiffs” means Lorena Vidal and Vanessa Pena-Leon.

17          1.12    “PAGA Settlement Amount,” also referred to as the “Gross Fund Value (“GFV”) shall  
18 have the meaning set forth in Section 4.1 of this Stipulation.

19          1.13    “Court” means the Superior Court of the State of California, for the County of Fresno.

20          1.14    “Date of Approval” means the date the Court enters an order granting approval of the  
21 Settlement.

22          1.15    “Date of Final Judgment” means the date the Court renders and enters the judgment or  
23 order in the Lawsuit upon approval of the Settlement.

24          1.16    “Defendant” means The California Home for the Aged, Inc.

25          1.17    “Defendant’s Counsel” means Lonnie D. Giamela and Danielle S. Zobel of Fisher &  
26 Phillips LLP.

27          1.18    “Effective Date” means the Court entering an order granting final approval of the  
28 Settlement Agreement.

1.19 "Enhancement Award" shall have the meaning set forth in Section 4.3 of this Stipulation.

1.20 "Fee Award" shall mean the fee amount authorized by the Court to be paid to PAGA Counsel for the services they have rendered in prosecuting this action, in an amount not to exceed 33% of the PAGA Settlement Amount for fees incurred from inception of the Lawsuit to the date of the Court's approval of the Settlement. PAGA Counsel will provide documentation supporting their request for such Fee Award in advance of the hearing to approve the Settlement.

1.21 "Final Judgment" and/or "Judgment" means the judgment or order to be rendered and entered by the Court in the Lawsuit upon approval of the Settlement.

1.22 "Individual PAGA Member Payment" shall mean the portion of the Net Settlement Amount payable to each PAGA Member of the Settlement.

1.23 "Last Known Address" means the most recently recorded mailing address for a PAGA Member as such information is contained in the electronic employment or personnel records maintained by Defendant.

1.24 "Lawsuit" means the action styled "Lorena Vidal and Vanessa Pena-Leon, in their representative capacity and on behalf of all other aggrieved employees vs. The California Home for the Aged, Inc, a California corporation, and DOES 1-50, inclusive," presently pending in the Superior court of the State of California for the County of Fresno, Case No. 21CECG02976, the Honorable, Judge Kimberly A. Gaab, presiding.

1.25 "Net Settlement Amount" shall have the meaning set forth in Section 4.2 a-b of this Stipulation.

1.26 The "Parties" means the Representative Plaintiffs and the Defendant.

1.27 "Reasonable Address Verification Measure" means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.28 "Released Claims" shall have the meaning set forth in Section 6.2 – 6.3 of this Stipulation.

1.29 “Released Parties” means Defendant The California Home for the Aged, Inc. and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns, and their past, present, and future officers, directors, shareholders, partners, agents, owners, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns of any of the foregoing.

1.30 “Settlement” means the terms and conditions set forth in this Stipulation.

1.31 “Stipulation” means this Joint Stipulation of PAGA Settlement and Release.

1.32 “Updated Address” means a mailing address that was updated via Reasonable Address Verification measures or via an updated mailing address provided by the United States Postal Service or a PAGA Member.

## 2.0 RECITALS

2.1 Plaintiffs filed two separate PAGA representative actions in August 2021 alleging a cause of action under PAGA on behalf of all current or former hourly paid or non-exempt individuals employed by Defendant within the State of California from August 27, 2020 to present, for the following violations: (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2) failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5) failure to provide meal and rest breaks (Cal. Labor Code §§ 226.7, 512, and 1198); (6) failure to pay minimum wage (Cal. Labor Code §§ 1194).

2.2 Plaintiff Lorena Vidal filed her action on August 09, 2021 in the San Joaquin Superior Court which was later transferred to the Fresno Superior Court, Case No. 21CECG02976.

2.3 Plaintiff Vanessa Pena-Leon filed her action on August 27, 2021 in the Fresno Superior Court, Case No. 21CECG0256.

2.4 Defendant notified Plaintiffs that their actions were related on November 05, 2021. Subsequently, the Parties stipulated to consolidate the actions and simultaneously agreed to attend mediation.

1           2.5     On January 13, 2022, the two actions were consolidated. This now consolidated Action  
2 is currently pending in the Fresno County Superior Court, Case No. 21CECG02976.

3           2.6     The Parties met and conferred on this Action and agreed to attend private mediation in  
4 an attempt to resolve the present action and have engaged in informal discovery.

5           2.7     Defendant has denied and continues to deny any wrongdoing whatsoever. This  
6 Stipulation, whether or not consummated, any proceedings relating to any settlement, or any of the  
7 terms of any settlement, whether or not consummated, shall in no event be construed as or deemed to  
8 be evidence of or an admission or concession on the part of Defendant with respect to any claim or of  
9 any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defense that the  
10 Defendant has or could have asserted. Defendant states that it is entering into this settlement to  
11 eliminate the burden and expense of further litigation.  
12

13          2.8     The Representative Plaintiffs believe that the claims asserted in the Lawsuit have merit  
14 and that the evidence developed to date supports the claims asserted. However, counsel for the  
15 Representative Plaintiffs recognize and acknowledge the expense and length of continued proceedings  
16 necessary to prosecute the Lawsuit against the Defendant through trial and appeals. Counsel for the  
17 Representative Plaintiffs have also taken into account the uncertain outcome and the risk of any  
18 litigation, especially in complex actions such as this Lawsuit, as well as the difficulties and delays  
19 inherent in such litigation. Counsel for the Representative Plaintiffs are mindful of the inherent  
20 problems of proof under and possible defenses to the violations asserted in the Lawsuit. Counsel for  
21 the Representative Plaintiffs believe that the Settlement set forth in this Stipulation confers substantial  
22 benefits upon the PAGA Members. Based on their evaluation, counsel for the Representative Plaintiffs  
23 have determined that the Settlement set forth in this Stipulation is in the best interests of the  
24 Representative Plaintiffs and the PAGA Members.

25          2.9     On May 19, 2022, the Parties participated in full-day mediation with Jill R. Sperber, a  
26 neutral and well-respected mediator who is very knowledgeable regarding PAGA claims and reached  
27 an agreement on the essential terms of a settlement with respect to this Lawsuit. The Parties'  
28 agreement was set forth in a written Memorandum of Understanding, accepted by both Parties, the

1 terms of which are now set forth in complete and final form in this Stipulation. At all times, the  
2 Parties' negotiations were adversarial, non-collusive, and at arm's length.

3 2.10 The Parties are sufficiently familiar with the facts of the Lawsuit and the applicable  
4 law, so as to warrant settlement at this time.

5 2.11 The Parties are represented by competent counsel, and have had the opportunity to  
6 consult with counsel prior to the submission of this Stipulation to the Court.

7 2.12 Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed or  
8 deemed an admission of liability, culpability, negligence or wrongdoing of any kind on the part of  
9 Defendant with respect to the claims alleged in the Lawsuit.

10 2.13 Defendant denies all the claims and contentions alleged by the Representative  
11 Plaintiffs in the Lawsuit. Nonetheless, Defendant has concluded that further litigation would be  
12 protracted and expensive, and would also divert management and employee time. Defendant has taken  
13 into account the uncertainty and risks inherent in litigation, especially in multi-party cases. Defendant  
14 has therefore concluded that it is desirable that the Lawsuit be fully and finally settled in the manner  
15 and upon the terms and conditions set forth in this Stipulation.

16 2.14 In connection with settlement of this action, PAGA Counsel shall file a declaration  
17 with the Court, pursuant to California *Rules of Court*, Rule 3.770 to affect dismissal of the PAGA  
18 representative claims alleged in the initial Complaint filed in this action. Attached to PAGA's  
19 Counsel's declaration shall be a joint stipulation signed by counsel for the Parties regarding the  
20 Parties' agreement that the First Amended Complaint is the operative Complaint in this action.

21 2.15 The Parties recognize the inherent risk in proceeding with wage and hour representative  
22 action litigation based on the instability in California wage-and-hour law. The Parties further agree  
23 that the Settlement set forth herein adequately balances the risk of proceeding with the Lawsuit against  
24 any potential recovery for the PAGA Members, and therefore the Settlement represents a reasonable,  
25 fair, and just compromise of the claims asserted in the Lawsuit.

26 2.16 Pursuant to California Evidence Code sections 1152 and 1154, this Stipulation and any  
27 related documents filed or created in connection with it shall be inadmissible in evidence in any  
28

proceeding, except as necessary to approve, interpret or enforce this Stipulation, or as may specifically be permitted in Section 8.4 below.

### 3.0 TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Representative Plaintiffs, for themselves and for all similarly situated employees, and Defendant that, subject to the conditions precedent set forth below, the Lawsuit and the Released Claims shall be finally and fully compromised, released, resolved, relinquished, discharged and settled and without any adverse findings or conclusions against Defendant or anyone else, upon and subject to the terms and conditions of this Stipulation, as follows:

3.1 The Parties enter into this Stipulation and the Settlement on a conditional basis.

3.2 This Settlement is based upon representations made by the Defendant that there are approximately five hundred and forty-eight (548) PAGA Members as of the date that Defendant pulled the data disclosed to PAGA Counsel in preparation for the mediation of this action. This Stipulation has been negotiated based on this representation. In the event the number of PAGA Members as of the date the data was provided exceeds five hundred and forty-eight (548) persons by an amount greater than 10%, Representative Plaintiffs may, in their sole discretion, void this agreement.

3.3 This Stipulation, along with Defendant's obligation thereunder, will become final and effective only upon the occurrence of all of the following events:

a.) The Court enters an order granting approval of the Settlement; and

b.) The Court enters a Final Judgment in the Lawsuit based on the terms of the Settlement.

3.4 Unless the Court orders otherwise, this Stipulation shall be deemed null and void ab initio upon the failure of any of these two conditions to occur. In such event, neither this Stipulation, nor any negotiations leading to this Settlement, nor any information exchanged solely for purposes of furthering settlement negotiations, will be used or construed by or against any Party as a determination, admission or concession of any issue of law or fact; and the Parties hereto do not waive, and instead

1 expressly reserve, their respective rights regarding the prosecution and defense of the Lawsuit,  
2 including all available defenses and affirmative defenses as if this Settlement never existed.

3 3.5 The invalidation of any material term of this Settlement will invalidate this Stipulation  
4 in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain  
5 in force and effect.

6 3.6 In the event of a timely appeal from an order of Final Judgment, the Judgment will be  
7 stayed and all payments required under this Settlement, other than payments to the Claims  
9 Administrator for services rendered, will not be paid pending the completion and final resolution of the  
10 appeal, and any payments thereafter will: (a) occur only if the order of Final Judgment is upheld after  
11 all appeals; and (b) be distributed in a manner that is provided for in this Settlement and in the order of  
12 Final Judgment.

#### 13 4.0 SETTLEMENT CONSIDERATION

14 4.1 The PAGA Settlement Amount (also referred to as the Gross Fund Value "GFV") is  
15 the following: Defendant agrees to pay an amount no more than a GFV of \$240,000 in settlement of  
16 this action, which shall be inclusive of Plaintiffs' counsel's attorneys' fees and costs.

17 4.2 The Net Settlement Amount shall be distributed on a pro-rata basis based upon the  
18 number of pay periods worked by PAGA Members. 75% of the Net Settlement Amount shall go to  
19 the Labor and Workforce Development Agency. 25% shall go be shared by PAGA Members based  
20 upon the formula set forth above.

21 4.3 Representative Plaintiffs will request that the Court approve an award of attorney's  
22 fees to PAGA Counsel in an amount of up to thirty-three (33%) of the GFV. Representative Plaintiffs  
23 will further request actual costs up to \$100,000.00 and an Enhancement Award to the Representative  
24 Plaintiffs of \$10,000.00 each. Defendant will not oppose the reasonableness of these requests. Any  
25 reduction by the Court of these requests will revert to the PAGA Members.

26 4.4 Payment will be made to PAGA Members based on the number of pay periods the  
27 PAGA Member received from Defendant during the Relevant Period. The payment to a PAGA  
28 Member shall be deemed 100% penalties and interest.

1           4.5     The Parties shall solicit bids from third party administrators and come to agreement on  
2 the usage of a Claims Administrator. The fees for the Claims Administrator shall come out of the  
3 GFV

4           4.6     Representative Plaintiffs and each PAGA Member will provide a release under PAGA  
5 of all of the claims that are alleged in Plaintiffs' First Amended Complaint, or which could have been  
6 alleged under the PAGA based on the factual allegations in the First Amended Complaint that arose  
7 during the Relevant Period. With the exception of Plaintiffs, this settlement shall not impact PAGA  
8 Members' ability to assert claims other than PAGA claims arising from alleged violations of the  
9 Labor Code during the Relevant Period. Representative Plaintiffs shall provide a general release of  
10 any and all claims against Defendant as well as its agents, officers, employees, directors, owners and  
11 other released parties standard in such an agreement.  
12

13           4.7     Specifically, upon entry of the Final Approval Order and Judgment and Defendant'  
14 payment of the GFV, and except as to such rights or claims as may be created by this Settlement  
15 Agreement, the Representative Plaintiffs fully release and forever discharges Defendant and the  
16 Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses,  
17 penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or  
18 remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or  
19 unsuspected that arise from or are related to Plaintiff's employment by Defendant or the Action,  
20 including but not limited to (1) all Released Claims, (2) the Action and any claims arising out of or  
21 related to the Action, (3) any claims under federal, state or local law for or relating to wages, benefits,  
22 compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs  
23 and fees associated therewith, including under the California Labor Code including PAGA or  
24 applicable wage order(s), (4) wrongful termination, discrimination, harassment, and/or retaliation,  
25 including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of  
26 1964, the Family Medical Leave Act, the California Family Rights Act, the Americans with  
27 Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (5)  
28 any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs'

1 employment or termination thereof with Defendants taking place on or before the date of this  
2 Agreement, and (6) and any other form of relief or remedy of any kind, nature, or description  
3 whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal,  
4 or local law. Provided, however, this release shall not include any claims for workers' compensation  
5 benefits or other claims that cannot be released as a matter of law.

6 The Representative Plaintiffs hereby agree that, notwithstanding section 1542 of the California  
7 Civil Code ("Section 1542"), all claims that the Representative Plaintiffs may have, known or  
8 unknown, suspected or unsuspected, are hereby released as of the date of this Agreement. Section  
9 1542 provides:  
10

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

15 The Representative Plaintiffs expressly waive the provisions of Section 1542 with full knowledge and  
16 with the specific intent to release all known or unknown, suspected or unsuspected, claims arising on  
17 or before the date of this Agreement, and therefore specifically waives the provisions of any statute,  
18 rule, decision, or other source of law of the United States or of any state of the United States or any  
19 subdivision of a state which prevents release of unknown claims.

20 4.8 For any PAGA Member whose settlement award cannot be sent because a working  
21 address cannot be found, or whose settlement award check is not timely cashed, their settlement  
22 award will be sent to State Controller's office to be held on behalf of the PAGA Member. Except as  
23 provided herein above, the Representative Plaintiffs and Defendant waive  
24 any and all claims for fees, costs, indemnity or contribution against any PAGA Member, Defendant or  
25 its counsel.

26 4.9 The Parties to this Settlement pledge their good faith and fair dealing in supporting the  
27 approval of this Settlement by the Court. Neither this Stipulation, nor final form of Settlement, shall  
28 constitute an admission on behalf of Defendant of any form of liability or the accuracy of any

1 allegation made by the Representative Plaintiffs or their Counsel.

2       4.10   The Parties to this Settlement agree that it reflects their good faith compromise of the  
3 claims raised in the Lawsuit, based upon their assessment of the mutual risks and costs of further  
4 litigation and the assessments of their respective Counsel.

5       4.11   Each Party acknowledges and agrees that the release it gives to the other Party upon  
6 executing the Settlement Agreement applies to all claims for injuries, damages, or losses to each of  
7 the Parties' (whether those injuries, damages, or losses are known or unknown, foreseen or  
8 unforeseen, or patent or latent) which any Party may have against the other. Each Party waives  
9 application of the California Civil Code Section 1542.

10  
11       4.12   The Parties hereto, being aware of said code section, agree to expressly waive any  
12 rights they may have thereunder, as well as under any other statute or common law principles of  
13 similar effect. Each Party understands and acknowledges that the significance and consequence of this  
14 waiver of California Civil Code Section 1542 is that even if any of the Parties should eventually suffer  
15 additional damages arising out of the matters or claims referred to in this Lawsuit, such Party will not  
16 be able to make any claim for those damages. Further, each Party acknowledges that it intends these  
17 consequences even as to claims for damages that may exist as of the date of this release but which it  
18 does not know exist, and which, if known, would materially affect its decision to execute this release,  
19 regardless, of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or  
20 any other cause."

21       4.13   The Representative Plaintiffs agree not to make any disparaging or negative comment to  
22 any other person or entity regarding (a) the Defendant or any of its Affiliates, (b) any of the owners,  
23 directors, officers, shareholders, members, employees, attorneys or agents of the Defendant or any of  
24 its Affiliates, (c) past, present or future working conditions, at Defendant, or any of its Affiliates, or (d)  
25 the circumstances surrounding the Representative Plaintiffs' and PAGA Members' separation from the  
26 Defendant or any of its Affiliates. The Defendant for itself and on behalf of its Affiliates agrees not to  
27 make any disparaging or negative comment to any other person or entity regarding any of the  
28 individual Representative Plaintiffs, or the PAGA Members, or any aspect of the Representative

1 Plaintiffs' or PAGA Members' past, current or future employment with or separation from the  
2 Defendant and/or its Affiliates.

3 4.14 The Representative Plaintiffs and any PAGA Member who receives any Individual  
4 PAGA Member Payment pursuant to this Stipulation shall be responsible for correctly characterizing  
5 such amounts for tax reporting purposes and shall be solely responsible for any and all tax obligations  
6 associated with such receipt, except as may be specifically set forth herein.

7 4.15 The Claims Administrator chosen by the Parties shall issue a Form 1099 to PAGA  
8 Counsel for any award of attorneys' fees and costs from the PAGA Settlement Amount. PAGA  
9 Counsel shall be fully responsible for the payment of any taxes due on such award.

10 4.16 Individual PAGA Member Payments will not count as earnings or compensation for  
11 purposes of any benefit plans (e.g., 401(k) plans, retirement plans, etc.) sponsored by Defendant.

12 4.17 All Settlement checks to PAGA Members not cashed within 120 days of mailing will be  
13 redistributed to State of California Unclaimed Property Fund.

## 14 **5.0 PAYMENT PROCEDURE**

15 5.1 The Claims Administrator chosen by the Parties shall be responsible for mailing  
16 Defendant's payments to the PAGA Members. Not later than thirty (30) days following the  
17 Effective Date, Defendant shall transfer the PAGA Settlement Amount to the PAGA Administrator.  
18 The Claims Administrator shall mail to each PAGA Member a check in the amount(s) calculated  
19 pursuant to Section 4.2 a- b of this Stipulation no later than thirty (30) days thereafter, to be reflected  
20 on an IRS Form-1099. All such checks will indicate on their face that they are void if not negotiated  
21 within one hundred twenty (120) days of issuance.

22 5.2 In the event that a settlement check is returned to the Claims Administrator with a  
23 forwarding address, the settlement check will be forwarded to the forwarding address. In the event a  
24 settlement check is returned to the Claims Administrator without a forwarding address or is  
25 otherwise undeliverable, the Claims Administrator will conduct a skip trace and re-mail the returned  
26 check, and the expense of such search shall be part of the Claims Administration Costs. If a PAGA  
27 Member contacts the Claims Administrator or Counsel for either Party with a new address within  
28

thirty (30) days of the date the settlement checks are initially mailed to the PAGA Members, the settlement check for that PAGA Member will be reissued and mailed to the new address provided no later than five (5) days after receipt of the new address for that PAGA Member. Any such reissued check will indicate on its face that it is void if not negotiated within sixty (60) days of its issuance.

5.3 In the event that any interest is earned on any portion of the monies allocated to payments under this Agreement to PAGA Members, PAGA Counsel, the Representative Plaintiffs, and/or the Claims Administrator, such interest shall be paid to The State Bar of California, Legal Services Trust Fund Program, Department 05-590, San Francisco, California 94139 and designated as a donation to the legal aid programs funded the State Bar of California.

5.4 Claims Administration Costs shall include all costs and expenses due to the Claims Administrator in connection with its administration of the claims including, but not limited to, locating PAGA Members, calculating withholdings and taxes, and administering and distributing Individual PAGA Member Payments to participating PAGA Members. All Claims Administration Costs shall be paid from the PAGA Settlement Amount.

## **6.0 RELEASE OF CLAIMS**

6.1 In consideration of the mutual promises contained herein, the Representative Plaintiffs and the PAGA Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, do hereby and forever fully and finally release, waive, acquit and discharge the Released Parties from the Released Claims.

6.2 Upon the Effective Date, all PAGA Members will be deemed to have, and by operation of the Court's Order approving this Stipulation will have expressly waived and relinquished, to the fullest extent permitted by law, all penalties under the Private Attorneys General Act of 2004 ("PAGA"), during the Relevant Period, for the following violations, : (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2) failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5) failure to provide meal and rest breaks (Cal. Labor

Code §§ 226.7, 512, and 1198); (6) failure to pay minimum wage (Cal. Labor Code §§ 1194, 1197, 1197.1); and (7) failure to reimburse work expenses (Cal. Labor Code §§ 2800, 2802) (the “Released Claims”). This release covers all such claims against any Released Party.

6.3 In addition to the terms of the Release outlined above, no PAGA Member will have any claim against any of the Released Parties, the Defendant’s Counsel, the Representative Plaintiffs, any other PAGA Member, or PAGA Counsel, based on errors in administering claims or performing the mailing or skip-tracing requirements under this Stipulation.

## **7.0 MOTION FOR COURT APPROVAL**

7.1 Following the full execution of this Stipulation, PAGA Counsel shall submit to the Court: (a) a fully executed copy of this Stipulation; (b) a noticed motion seeking the Court’s approval of the Stipulation and Settlement; (c) a proposed Order granting such approval; and (d) any other documents consistent with the Settlement reasonably necessary to obtain the Court’s approval of the Stipulation and Settlement.

7.2 Defendant and its Counsel shall cooperate with PAGA Counsel as necessary to obtain Court approval of the Stipulation and Settlement.

7.3 The Parties will ask the Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and performance under this Stipulation and any and all orders and judgments, including the Final Judgment, entered by the Court. The Parties will also ask the Court to stay the Lawsuit, including all pending litigation and discovery activity, all pending deadlines, and all Court proceedings in the Lawsuit, other than a Motion for Approval of Settlement, or any other Order necessary to enforce the terms of this Settlement, until the earlier of: (a) the date of Final Judgment; or (b) the date the Court denies a Motion for Approval of Settlement with prejudice.

7.4 Defendant and its Counsel shall cooperate with PAGA Counsel as necessary to obtain approval of the Settlement and the Court’s Final Judgment.

7.5 After the court issues its Order approving the Settlement, the Parties shall present the Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the

1 terms of this Stipulation; (ii) Settlement administration matters; and (iii) such post-Final Judgment  
2 matters as may be appropriate under court rules or as set forth in this Stipulation.

### 3 **8.0 MUTUAL FULL COOPERATION**

4 8.1 The Parties agree to cooperate fully with each other to accomplish the terms of this  
5 Settlement, including, but not limited to, the execution of all necessary documents, and to take such  
6 other action as may be reasonably necessary to implement the terms of this Settlement. The Parties  
7 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts  
9 that may become necessary by order of the Court, to effectuate the terms of this Settlement.

10 8.2 If a Party cannot reasonably comply with an obligation under this Settlement by the  
11 deadline applicable to that obligation, that Party may apply to the Court for a reasonable extension of  
12 time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably  
13 withheld by the other Party.

14 8.3 Nothing contained in this Settlement shall be construed or deemed as an admission of  
15 liability, culpability or wrongdoing on the part of Defendant and Defendant denies liability therefor.  
16 This Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to  
17 the merits, validity, or accuracy of any claims made against it in the Lawsuit. Likewise, nothing in this  
18 Settlement shall be construed or deemed an admission with regards to the validity of the Defendant's  
19 defenses or affirmative defenses. Both Parties have entered into this Settlement in order to avoid the  
20 inconvenience, expense and uncertainty of further litigation.

21 8.4 This Settlement, and all other actions taken in the implementation of the Settlement,  
22 including any statements, discussions, or communications and any materials prepared, exchanged,  
23 issue or used during the course of the negotiations leading to this Settlement are settlement documents  
24 and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral,  
25 administrative, investigative or other court, tribunal, forum or proceeding, including any wage and  
26 hour or other litigation against Defendant for any purpose, except in an action or proceeding to  
27 approve, interpret, or enforce the terms of this Settlement and except as required by Court Order.  
28

8.5 In the event this Settlement is not approved by the Court, any Appellate Court or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited or affected in any way, its objections or defenses in the Action.

## 9.0 NOTICES

9.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder, shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by an overnight delivery service; or (iii) the third business day after the mailing by U.S. Certified mail, return receipt requested.

All notices given under this Agreement shall be addressed as follows:

### To the PAGA Members

Jacob N. Whitehead  
WHITEHEAD EMPLOYMENT LAW  
7700 Irvine Center Drive, Suite 930  
Irvine, CA 92618  
Telephone: (949) 936-4001

Anthony J. Orshansky  
COUNSELONE, P.C.  
9301 Wilshire Blvd, Suite 650  
Beverly Hills, CA 90210  
Telephone: (310) 277-9945

### To Defendant

Lonnie D. Giamela  
Danielle S. Zobel  
FISHER & PHILLIPS  
444 South Flower Street, Suite 1500  
Los Angeles, California 90017  
Telephone: (213) 330-4500  
Facsimile: (213) 330-4501

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## 10.0 MISCELLANEOUS PROVISIONS

10.1 All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and this Stipulation is made with the consent and advice of counsel.

10.2 The Parties and PAGA Members waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Stipulation.

10.3 This Stipulation may not be modified or amended, except in a writing that is signed by the respective counsel of record for the Parties and approved by the Court.

10.4 This Stipulation constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of the Stipulation unless made in writing and signed by duly authorized representatives of all Parties and approved in writing by a final order of the Court. No waiver of any term, provision or condition of this Stipulation, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition. The Parties and their respective counsel all participated in the negotiation and drafting of this Stipulation and Settlement and had available to them the advice and assistance of independent counsel. Thus, no PAGA Member may claim that any ambiguity in this Stipulation or Settlement should be construed against Defendant.

10.5 This Stipulation shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws, and shall be subject to the continuing jurisdiction of the Court.

10.6 This Stipulation shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or who was principally responsible for drafting this Stipulation or any specific term or condition thereof.

1           10.7 This Stipulation may be executed by facsimile signature, pdf signature, or signature in  
2 compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, each of  
3 which shall be deemed an original and together shall constitute one and the same instrument. When  
4 each of the Parties has signed at least one such counterpart, this Stipulation shall become effective and  
5 binding as to all of the Parties as of the day and year last written.

6           10.8 Except as specifically provided herein, the Parties hereto will bear responsibility for  
7 their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this  
8 Lawsuit, and will not seek reimbursement thereof from any Party to this Settlement. In the event that  
9 legal action arises out of this Stipulation Settlement or is necessary to enforce any of the terms or  
10 provisions of this Stipulation or Settlement, the prevailing party in the action shall be entitled to  
11 recover its reasonable attorneys' fees and costs.  
12

13           10.9 The Parties and their counsel agree that they will not issue any press releases or press  
14 statements, have any communications with the press or media about the Lawsuit or this Stipulation, or  
15 otherwise publicize the terms of this Settlement. Notwithstanding the foregoing, the Parties shall have  
16 the right to disclose the Settlement as may be required under federal or state tax and/or securities laws  
17 or under generally accepted accounting principles.

18           10.10 Each of the respective signatories to this Stipulation represent and warrants that they  
19 are fully authorized to enter into this Settlement and bind the respective Parties to its terms and  
20 conditions.

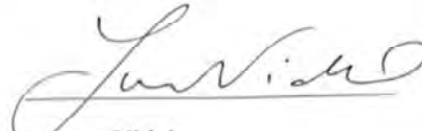
21           10.11 The Settlement shall be binding upon and inure to the benefit of the settling parties'  
22 respective successors, assigns, heirs, spouses, marital communities, executors, administrators, and  
23 legal representatives.

24           10.12 Even after the Order of Final Judgment and notwithstanding it, this Court will have  
25 and retain continuing jurisdiction over the Lawsuit and over all Parties and PAGA Members, to the  
26 fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement  
27 and all matters provided for in it, and to interpret it.  
28

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing  
2 terms and conditions by executing this Stipulation as of the date indicated below.

3 IT IS SO STIPULATED:

4  
5 Dated: 2/03, 2023

  
Lorena Vidal

6  
7  
8  
9 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Vanessa Pena-Leon

10  
11  
12 Dated: \_\_\_\_\_, 2023

The California Home for the Aged, Inc.

13  
14 By: \_\_\_\_\_

15  
16 Dated: \_\_\_\_\_, 2023

WHITEHEAD EMPLOYMENT LAW

17  
18 By: 

19 Jacob N. Whitehead  
20 Counsel for Representative Plaintiffs and All  
21 Aggrieved Employees

22 Dated: \_\_\_\_\_, 2023

CounselOne, P.C.

23  
24 By: \_\_\_\_\_

25 Anthony J. Orshansky  
26 Counsel for Representative Plaintiffs  
27 and All Aggrieved Employees  
28

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2 terms and conditions by executing this Stipulation as of the date indicated below.

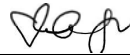
3 IT IS SO STIPULATED:

4  
5 Dated: 2/9/2023, 2023



6 Lorena Vidal

7  
8  
9 Dated: 02 / 09 / 2023, 2023



10 Vanessa Pena-Leon

11  
12 Dated: \_\_\_\_\_, 2023

The California Home for the Aged, Inc.

13  
14 By: \_\_\_\_\_

15  
16 Dated: \_\_\_\_\_, 2023

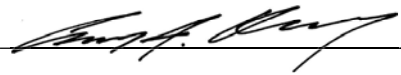
WHITEHEAD EMPLOYMENT LAW

17  
18 By: 

19 Jacob N. Whitehead  
20 Counsel for Representative Plaintiffs and All  
21 Aggrieved Employees

22 Dated: February 8, 2023

CounselOne, P.C.

23  
24 By: 

25 Anthony J. Orshansky  
26 Counsel for Representative Plaintiffs  
27 and All Aggrieved Employees  
28

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing  
 2 terms and conditions by executing this Stipulation as of the date indicated below.

3 IT IS SO STIPULATED:

4  
 5 Dated: 2/03, 2023

  
 Lorena Vidal

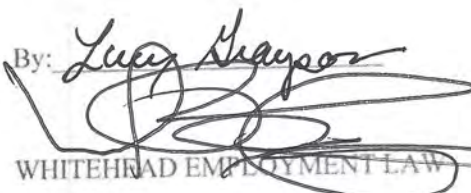
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 7  
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 9 Dated: \_\_\_\_\_, 2023

Vanessa Pena-Leon

10  
 11  
 12 Dated: 2/23, 2023

The California Home for the Aged, Inc.

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 16 Dated: \_\_\_\_\_, 2023

By:   
 WHITEHEAD EMPLOYMENT LAW

17  
 18  
 19  
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 21  
 22 Dated: \_\_\_\_\_, 2023

By:   
 Jacob N. Whitehead  
 Counsel for Representative Plaintiffs and All  
 Aggrieved Employees

23  
 24  
 25  
 26  
 27  
 28 Dated: \_\_\_\_\_, 2023

CounselOne, P.C.

By: \_\_\_\_\_  
 Anthony J. Orshansky  
 Counsel for Representative Plaintiffs  
 and All Aggrieved Employees

1 Dated: April 11, 2023

FISHER & PHILLIPS LLP

2 By: Danielle S. Zobel

3 Lonnie D. Giamela  
4 Danielle S. Zobel  
5 Counsel for Defendants  
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