

PAGA SETTLEMENT AGREEMENT

Subject to approval by the Court, this California Private Attorneys General Act of 2004 (Cal. Lab. Code, §§ 2698, et seq.) (“PAGA”) Settlement Agreement (“Agreement”) is entered into between Plaintiff Inez Devillo (“Plaintiff”), acting in her private attorney general capacity, on the one hand, and Defendant Vietnam Veterans of San Diego (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to in this Agreement as the “Parties.”

1. DEFINITIONS. In addition to the other terms defined in this Agreement, the following terms, when used in this Agreement, shall have the following meanings:

1.1. “Action” means the PAGA lawsuit brought by Plaintiff on behalf of herself and Aggrieved Employees in San Diego County Superior Court on September 21, 2021 entitled *Inez Devillo v. Vietnam Veterans of San Diego, Inc.*, Case No. 37-2021-00040286-CU-OE-CTL.

1.2. “Administration Costs” means the amount that the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Agreement.

1.3. “Aggrieved Employees” means all individuals who were employed by Defendant in California as Licensed Practitioners of the Healing Arts (“LPHAs”) during the PAGA Period.

1.4. “Aggrieved Employees Data” means the spreadsheet containing information about the Aggrieved Employees, including their (1) first and last names; (2) social security numbers; (3) last known mailing addresses; (4) last known telephone numbers; (5) last known email addresses; and (5) total number of pay periods during which they performed work for Defendant in California during the PAGA Period.

1.5. “Court” means the Superior Court of California, County of San Diego.

1.6. “Defendant’s Counsel” means Pettit Kohn Ingrassia Lutz & Dolin PC.

1.7. “Effective Final Settlement Date” means the effective date of this Agreement on which the Agreement is approved by the Court through entry of an Order and Judgment granting approval and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the Parties and no timely appeal or request for review has been made.

1.8. “Final Judgment” means the final order entered by the Court approving this Agreement.

1.9. “Gross Settlement Amount” means the total sum of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00). This is the maximum amount Defendant can be required to pay under this Agreement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA Payment, Plaintiff’s Counsel Fees and Costs Payment, and Administration Costs. The Gross Settlement Amount shall be all-in with no reversion to Defendant for any reason. The Gross Settlement Amount

shall be wired by Defendant to the Settlement Administrator within sixty (60) days of the Court's grant of settlement approval.

1.10. "Individual PAGA Payment(s)" means the Aggrieved Employees' pro rata shares of the Net Settlement Amount, calculated according to the number of pay periods the Aggrieved Employees worked during the PAGA Period.

1.11. "LWDA" means the California Labor Workforce Development Agency.

1.12. "LWDA Payment" means the 75% of the PAGA Payment that shall be paid to the LWDA.

1.13. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA Payment, Plaintiff's Counsel Fees and Costs Payment, and Administration Costs, to be paid to Aggrieved Employees as Individual PAGA Payments.

1.14. "PAGA Notice" means the Notice of PAGA Settlement and Release, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual PAGA Payment.

1.15. "PAGA Payment" means the total amount remaining after payment of Plaintiff's Counsel Fees and Costs Payment and Administration Costs from the Gross Settlement Amount. The PAGA Payment shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

1.16. "PAGA Period" means the time period from July 15, 2020 through the date upon which the Court grants preliminary approval of the PAGA settlement.

1.17. "Plaintiff's Counsel" means Rist Law Office, LC.

1.18. "Plaintiff's Counsel Fees and Costs Award" means the amounts allocated to Plaintiff's Counsel for reasonable attorneys' fees and costs incurred to prosecute the Action. The amount of attorneys' fees shall not exceed one-third of the Gross Settlement Amount or \$21,666.67 and costs shall not exceed \$8,000.00, paid from the Gross Settlement Amount, and will not be opposed by Defendant. Plaintiff's Counsel Fees and Costs Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

1.19. "Released Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described more fully in paragraph 5 below.

1.20. "Released Parties" means Defendant and any of its agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, alleged joint employers, predecessors and successors in interest, insurers, and assigns of the foregoing.

1.21. "Settlement Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer this Agreement.

2. RECITALS.

2.1. On July 15, 2021, Plaintiff's Counsel sent a notice of PAGA violations to the LWDA, requesting authorization from the LWDA to seek civil penalties as provided by the PAGA for the wage and hour violations alleged in the notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on September 18, 2021.

2.2. On September 21, 2022, Plaintiff filed a PAGA complaint against Defendant in the Superior Court, County of San Diego (Case No. Case No. 37-2021-00040286-CU-OE-CTL) alleging a single cause of action for recovery of civil penalties for violation of the PAGA. The complaint was brought on behalf of Plaintiff and similarly situated Aggrieved Employees under the PAGA for failure to pay wages at the agreed upon rate, failure to provide meal periods and rest breaks, failure to pay all overtime wages, failure to pay all wages owed at termination, and failure to provide accurate and itemized wage statements.

2.3. The Parties conducted significant investigation of the facts and law relating to this dispute. Such investigation has included the production and analysis of Defendant's employee handbooks and timekeeping, overtime, and meal and rest break policies; analysis of Plaintiff's time and pay records; analysis of the time and pay records of the Aggrieved Employees; and interviews of current and former employees.

2.4. Based upon a thorough review of the law and facts of this case, Defendant contends there is no basis for penalties to be assessed against it. Nevertheless, Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

2.5. Plaintiff asserts that Defendant's defenses are without merit. Nevertheless, Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and any possible appeals. Plaintiff has also taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Given the risks inherent in litigation and in the spirit of compromise, Plaintiff and Plaintiff's Counsel agree that a compromise of all claims is in their best interests, and that the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of Aggrieved Employees.

2.6. On January 31, 2023 and March 15, 2023, the Parties attended mediation with respected mediator Harvey C. Berger. Esq. Although the matter did not settle at mediation, a mediator's proposal was issued shortly thereafter, which was accepted by the Parties on March 23, 2023. As a result of the settlement, the Parties have agreed to fully and finally resolve the Released Claims alleged in the Action pursuant to this Agreement.

2.7. The Parties, Plaintiff's Counsel, and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant is obligated to pay under this Agreement is Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00). None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Judgment:

3.2.1. To Plaintiff's Counsel: Plaintiff's Counsel Fees and Costs Award, with attorneys' fees of no more than one-third of the Gross Settlement Amount or \$21,666.67, and costs of not more than \$8,000.00. Defendant will not oppose requests for Court approval of these payments. Plaintiff's Counsel will file an application or motion for Plaintiff's Counsel Fees and Costs Award. If the Court approves a Plaintiff's Counsel Fees and Costs Award less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion any Plaintiff's Counsel Fees and Costs Award. The Settlement Administrator will pay the Plaintiff's Counsel Fees and Costs Award using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees and Costs Award and holds Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding any division of sharing of any of these payments.

3.2.2. To the Settlement Administrator: Administration Costs not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment less than \$5,000.00, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The PAGA Payment shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees. Aggrieved Employees will receive a proportionate share of the Net Settlement Amount that is equal to the number of pay periods they worked for Defendant in California during the PAGA Period, divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, which will then be multiplied by the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.3. Plaintiff's Individual Settlement. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle the Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of this Agreement, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that Plaintiff's individual settlement amount is not disclosed publicly.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a diligent and good faith review of its records to date, Defendant estimates there to have been 15 Aggrieved Employees who collectively worked a total 478 pay periods between July 15, 2020 through the date of mediation.

4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Final Settlement Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator. To protect Aggrieved Employee' privacy rights, the Settlement Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only Settlement Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount of \$65,000.00 by transmitting the funds to the Settlement Administrator no later than sixty (60) days after the Effective Final Settlement Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, the Administration Costs, and the Plaintiff's Counsel Fees and Costs Award.

4.4.1. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, along with a PAGA Notice. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Settlement Administrator must conduct an Aggrieved Employee address search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through an Aggrieved Employee address search. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the Wounded Warrior Project in the name(s) of the absent Aggrieved Employees, subject to Court approval. The Aggrieved Employees shall remain bound by this Agreement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099. No attorney herein named or their firm has a

connection to or relationship with the Wounded Warrior Project that could reasonably create an appearance of impropriety as between the recipient and the attorneys named herein or their law firms.

5. RELEASE OF ALL CLAIMS. Effective on the date of execution of this Agreement, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. PAGA Release. Upon entry of the Final Judgment, the Effective Final Settlement Date, and full funding of the Gross Settlement Amount, the Released Parties shall be entitled to a release from the Aggrieved Employees and Plaintiff, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, and the State of California, for all “Released PAGA Claims.” “Released PAGA Claims” means all PAGA claims for civil penalties under California Labor Code §§ 2698 et seq., predicated on the California Labor Code violations that are asserted, or could have been asserted, in Plaintiff’s LWDA notice and operative complaint in the Action, including violations for failure to pay wages at the agreed upon rate, failure to provide meal periods and rest breaks, failure to pay all overtime wages, failure to pay all wages owed at termination, and failure to provide accurate and itemized wage statements; and penalties under the PAGA. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. Plaintiff, the Aggrieved Employees, and the State of California shall be deemed to have, and by operation of the Final Judgment on the Court’s order approving this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released PAGA Claims. In no event shall the release of the Released PAGA Claims in this Agreement release any individual claims of any individuals.

5.1.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the Action’s operative complaint and PAGA notice for the entire PAGA Period.

5.1.2. Plaintiff’s Releases: Plaintiff is providing a general release of all known and unknown claims to the Released Parties relating to any and all claims, transactions, or occurrences between them in an Individual Settlement Agreement. This release includes a waiver of Civil Code section 1542. This release specifically excludes a waiver of any claims Plaintiff may have as a PAGA representative (those claims are released in this Agreement) and under workers compensation law.

6. MOTION FOR APPROVAL OF SETTLEMENT.

6.1. Court Approval of the PAGA Settlement. Subject to Defendant’s review and approval prior to filing, Plaintiff’s Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement with the proposed judgment (“Motion”). Plaintiff’s Counsel will provide Defendant’s counsel with an opportunity for review and comment before filing the Motion. Plaintiff’s Counsel shall also serve the Motion with the Agreement on the LWDA at the time the Motion is filed.

6.1.1. This Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court’s questions or concerns. If the Court does not approve the Agreement, and either Party in good faith does not believe that it would be possible to make non-material modifications that would address the concerns raised by the Court, then each of the Parties by and through their counsel shall

have the right to provide written notice thereof to terminate the Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Agreement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Settlement Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Settlement Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

7.4. 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.

8. MISCELLANEOUS PROVISIONS.

8.1. No Admission of Liability. Defendant and the Released Parties generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged and make no concessions or admissions of liability of any sort. Defendant contends that all of its employees were compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendant has asserted and continues to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant and the Released Parties.

8.2. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after accepting the mediator's proposal proposed by experienced mediator Harvey C. Berger, Esq. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

8.3. Complete Agreement. The Parties acknowledge and represent that this Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8.4. Waiver of Right to Appeal. Provided that the Final Judgment is consistent with the terms and conditions of the Agreement, Plaintiff and Defendant hereby waive any and all rights to appeal in connection with any issue in the Final Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Final Judgment will become final and non-appealable at the time it is entered.

8.5. Nullification of the Agreement. In the event that (i) the Court does not approve the settlement of the Action as provided herein or (ii) the settlement of the Action does not become final for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

8.6. No Impact on Benefit Plans. Neither the Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement.

8.7. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the settlement, pending the settlement approval hearing to be conducted by the Court.

8.8. Authorization to Enter Into Agreement. Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. Defendant represents and warrant that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Agreement.

8.9. Binding Agreement. The Parties warrant they understand and have full authority to enter into this Agreement, and further intend this Agreement will be fully enforceable and binding on all

Parties, and agree it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

8.10. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

8.11. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

8.12. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement; that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement; and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from Aggrieved Employees, they assume all responsibility for the payment of such taxes.

8.13. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California. This Agreement shall be deemed to have been entered into in San Diego County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Agreement, it shall be brought in the State of California, County of San Diego.

8.14. Judgment and Continued Jurisdiction. After approval of this Agreement, the Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this settlement.

8.15. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8.16. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

8.17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

8.18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement and receive approval from the Court.

8.19. Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

8.20. Drafting. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm’s-length negotiations between the Parties and that neither Party shall be considered the “drafter” of this Agreement for purposes of having terms construed against that Party.

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

8.22. Execution in Counterparts. This Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

8.23. Pages. This Agreement consists of twelve (12) pages and is made and entered into on the dates indicated below.

IN WITNESS THEREOF, the Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 05 / 08 / 2023

Inez A Devillo

Inez Devillo

VIETNAM VETERANS OF SAN DIEGO, INC.

Dated: _____

By: _____
Name: _____
Title: _____

8.18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement and receive approval from the Court.

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Dated: _____

Inez Devillo

VIETNAM VETERANS OF SAN DIEGO, INC.

Dated: _____

By: Kena C. Tompkins
Name: [Signature]
Title: CEO

NOTICE OF PAGA SETTLEMENT AND RELEASE

*This is not a solicitation.
This is not a lawsuit against you. You are not being sued.*

<Employee Name>
<Employee Address 1>
<Employee Address 2>
<City, State Zip Code>
XXX – XX - <Last 4 SSN>

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO
Inez Devillo v. Vietnam Veterans of San Diego
Case No. 37-2021-00040286-CU-OE-CTL

The California Superior Court, County of San Diego (the “Court”) has granted approval of a settlement in the above-captioned action. Because your rights are affected by this settlement, it is important that you read this Notice of PAGA Settlement and Release (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

1. Why Have I Received This Notice?

Vietnam Veterans of San Diego’s (“VVSD”) records indicate that you worked for VVSD as a Licensed Practitioner of the Healing Arts (“LPHA”) in the State of California at some time between July 15, 2020 through [date of settlement hearing] (the “PAGA Period”). All persons who were employed by VVSD as LPHAs in the State of California at any time from July 15, 2020 through May 22, 2023 are aggrieved employees (“Aggrieved Employees”).

A settlement hearing was held on [date of settlement hearing]. The Court granted approval of the settlement in this matter. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. What Is This Case About?

The action entitled *Inez Devillo v. Vietnam Veterans of San Diego* was commenced by Plaintiff Inez Devillo (“Plaintiff”) San Diego County Superior Court (Case No. 37-2021-00040286-CU-OE-CTL), acting in her private attorney general capacity, on behalf of herself and other aggrieved employees.

On July 15, 2021, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”) of the California Private Attorneys General Act of 2004 (“PAGA”) violations she alleged against VVSD. On September 21, 2021, Plaintiff filed a PAGA complaint in San Diego Superior Court against VVSD. Plaintiff alleged that VVSD violated the California Labor Code by failing to pay wages at the agreed upon rate, failing to provide meal periods and rest breaks, failing to pay all overtime wages, failing to pay all wages owed at termination, and failing to provide accurate and itemized wage statements.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or VVSD. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. VVSD expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. *Who Are the Attorneys Representing the Parties?*

Attorney for Plaintiff Inez Devillo	Attorneys for Defendant Vietnam Veterans of San Diego
RIST LAW OFFICE, LC Tom Rist 2221 Camino Del Rio S. #300 San Diego, CA 92108 Telephone: (619) 377-4660	PETTIT KOHN INGRASSIA LUTZ & DOLIN Ryan H. Nell, Esq. Jessica C. O'Malley, Esq. 11622 El Camino Real, Suite 300 San Diego, CA 92130 Telephone: (858) 755-8500 Facsimile: (858) 755-8504

4. *How Does This Settlement Affect My Rights? What Are the Released Claims?*

Aggrieved Employees release the Released Parties from the Released Claims, as defined below.

Released Parties: VVSD, including its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, privies, and partners.

Released Claims: All claims for civil penalties pursuant to the PAGA, arising at any time during the PAGA Period alleged in the operative complaint and notices submitted to the LWDA, or that could have been alleged based on the facts pleaded.

5. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that VVSD can be required to pay as part of this settlement shall be no more than \$65,000.00 ("Gross Settlement Amount). The "PAGA Payment" is the portion of the Gross Settlement Amount after the deduction of settlement administration costs for the Settlement Administrator and payment to Plaintiff's counsel for attorneys' fees and litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the PAGA Payment will be divided as follows: 75% to the LWDA, pursuant to California Labor Code section 2699, subdivision (i), for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, to be

continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees ("Net Settlement Amount").

Each Aggrieved Employee will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of pay periods they worked for VVSD in California during the PAGA Period, divided by (ii) the total number of pay periods worked by all Aggrieved Employees for VVSD in California during the PAGA Period, which is then multiplied by the Net Settlement Amount. One day worked in any given pay period will be credited as one pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's individual settlement share is tied directly to the amount of pay periods that they worked.

The check included with this Notice represents your settlement share based on the above formula. For purposes of computing taxes, one hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that, upon receipt of your check, you immediately cash it or cash it before the **180-day** void date shown on the check. Funds represented by settlement checks returned as undeliverable and settlement checks remaining uncashed for more than 180 days after issuance will be transmitted to the Wounded Warrior Project in the name(s) of the absent Aggrieved Employees. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

6. *How Can I Obtain Additional Information or Court Documents?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff's Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement check.

PLEASE DO NOT CALL THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS NOTICE OR SETTLEMENT.

Questions? Call the Settlement Administrator toll free at (800) 523-5773.