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Attorneys for Plaintiff, JUANA MADRIGAL individually
and on behalf of all others similarly situated

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

JUANA MADRIGAL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

AEROTEK, INC., a Maryland corporation;
HEALTH NET OF CALIFORNIA, INC., a
California corporation; and DOES 1 through
10,

Defendants.

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Sacramento County Superior Court Case No.
34-2022-00315259

Assigned to Hon. Jill Talley, Department 27

**PAGA SETTLEMENT
AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Juana Madrigal (“Plaintiff”), Defendant Aerotek, Inc. (“Defendant Aerotek”), Defendant Aston Carter, Inc. (“Defendant Aston Carter”) and Defendant Health Net of California, Inc. (“Defendant Health Net”), collectively “Defendants. Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Madrigal’s lawsuit alleging wage and hour violations against Defendant Aerotek, Defendant Aston Carter, and Defendant Health Net (collectively, “Defendants”) captioned *Juana Madrigal v. Aerotek, Inc.; Health Net of California, Inc.*, 34-2022-00315259 (“the Action”) initiated on December 5, 2021 and filed in the Superior Court of the State of California, County of Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with PAGA Approval of the Settlement.
- 1.4. “PAGA Members” means all current and former non-exempt employees of Defendants in the State of California through the date that an order approving the settlement is entered in the Action (the “PAGA Period”). These are the “PAGA Members.”
- 1.5. “Plaintiff’s Counsel” means Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King of BRADLEY/GROMBACHER, LLP.
- 1.6. “Attorneys’ Fees and Attorneys Expenses” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively,

as approved by the Court, to compensate Plaintiff's Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.7. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.9. "PAGA Member Notice" means the COURT APPROVED NOTICE OF PAGA ACTION SETTLEMENT, to be mailed to PAGA Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.10. "PAGA Representative Service Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.11. "Court" means the Superior Court of California, County of Sacramento.

1.12. "Defendants' Counsel" means Defendant Aerotek and Defendant Aston Carter's Counsel, Epstein Becker & Green, P.C. and Defendant Health Net's Counsel Littler Mendelson P.C.

1.13. "Effective Date" is the later of (a) if there is no appeal, the first court day that is 61 days after notice of entry of the Judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3); or (b) if an appeal, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal,

review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review. If no objection to the settlement is made and no other individual moves to intervene and/or vacate the judgment or settlement approval order, and if no appeal is filed from the judgment or settlement approval order, then Defendant Aston Carter shall fund the settlement no later than seventy-five (75) days after service of notice of entry of judgment and the settlement approval order pursuant to Labor Code section 2699, subdivision (l)(3). If an appeal is filed, Defendant Aston Carter shall fund the settlement no later than thirty (30) days after the date the judgment is affirmed, in whole or in material part, and no longer subject to further appeal.

1.14. "Approval" means the Court's order granting approval of the PAGA Settlement.

1.15. "Approval Hearing" means the Court's hearing on the Motion for PAGA Approval of the Settlement.

1.16. "Final Judgment" means the Judgment Entered by the Court upon Granting Approval of the Settlement.

1.17. "Gross Settlement Amount" ("GSA") means Three Hundred Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$342,500.00) which is the total amount Defendants agree to pay under the Settlement except as provided with respect to the employer's share of payroll taxes. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees, Attorneys' Expenses, Plaintiff's Service Award, and the Administrator's Expenses.

1.18. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.19. "Judgment" means the judgment entered by the Court based upon the PAGA Approval.

1.20. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.21. "PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.22. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Representatives Service Payment, Plaintiff's Attorney Fees Payment, Plaintiff's Attorneys Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to PAGA Members as Individual PAGA Payments.

1.23. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.24. "PAGA Period" means the period from December 5, 2020 to the date of PAGA approval, unless the date is shortened pursuant to Paragraph 6 below.

1.25. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 et seq.).

1.26. "PAGA Notice" means Plaintiff's original and supplemental letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.27. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$182,625) allocated 25% to the PAGA Members (\$45,656.25) and the 75% to LWDA (\$136,968.75) in settlement of PAGA claims.

1.28. "Plaintiff" means Juana Madrigal, the named plaintiff in the Action.

1.29. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On February 9, 2022 Plaintiff Madrigal filed a representative action lawsuit in Sacramento Superior Court seeking PAGA penalties pursuant to Labor Code §2698 et seq.

- 1 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Madrigal gave
2 timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 3 2.3. On November 30, 2023 the Parties participated in an all-day mediation presided over
4 by the Hon. Wynne Carvill (Ret.) which led to this Agreement to settle the Action.
- 5 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal
6 discovery including responses to interrogatories and request for requests production
7 of documents that included Defendants' relevant policies, Plaintiff's personnel
8 records, earnings histories, and copies of wage statements. Plaintiff's investigation
9 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
10 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
11 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 12 2.5. The Parties, Plaintiff's Counsel and Defendants' Counsel represent that they are not
13 aware of any other pending matter or action asserting claims that will be extinguished
14 or affected by the Settlement.

15 **3. MONETARY TERMS.**

- 16 3.1. Gross Settlement Amount ("GSA"). Defendants deny all liability in the action but
17 agree to pay out the total sum of Three Hundred Forty-Two Thousand Five Hundred
18 Dollars and Zero Cents (\$342,500.00) for payment of all claims, including payment
19 of Claims Administration Expenses; Attorneys' Fees; Attorneys Expenses; Service
20 Award; and PAGA Payments.
- 21 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts
23 specified by the Court after PAGA Approval:
- 24 3.2.1. To Plaintiff: Service Award to the Plaintiff of not more than \$10,000. If the
25 Court approves the Representative Service Award less than the amounts
26 requested, the Administrator will retain the remainder in the Net Settlement
27 Amount. The Administrator will pay the Representatives Service Payment
28

1 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
2 employee taxes owed on the Service Award.

3 3.2.2. To Plaintiff's Counsel: Defendants agree not to oppose a reasonable
4 Attorneys' Fee Request of not more than 35%, which is currently estimated to
5 be \$119,875 and Attorneys' Expenses Payment as documented in Plaintiff's
6 Counsel's Billing Statements currently estimated to be \$20,000. Defendants
7 will not oppose requests for these payments provided that do not exceed these
8 amounts. If the Court approves Attorneys' Fees Payment and/or a Attorneys'
9 Expenses Payment less than the amounts requested, the Administrator will
10 allocate the remainder to the Net Settlement Amount. The Administrator will
11 pay the Attorneys' Fees Payment and Attorneys' Expenses Payment using one
12 or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and
13 liability for taxes owed on the Attorneys' Fees Payment and the Attorneys'
14 Expenses Payment and holds Defendants harmless, and indemnifies
15 Defendants, from any dispute or controversy regarding any division or sharing
16 of any of these Payments.

17 3.2.3. To the Administrator: The Administrator will pay out of the Gross Settlement
18 Amount to itself its reasonable fees and expenses that are documented and
19 approved by the Court in an amount not to exceed \$10,000. To the extent the
20 Settlement Administration Expenses that are documented and approved by the
21 Court are less than \$10,000 the remainder will be retained in the Net
22 Settlement Amount.

- 23 ■ PAGA Payment: A portion of the PAGA Payment will be allocated to the
24 LWDA and the remainder will be allocated to PAGA Members in settlement
25 of the PAGA Released Claims. The PAGA Payment will be subject to Court
26 approval consistent with California Labor Code section 2699.3(b)(4). Upon
27 approval, the PAGA Payment shall be allocated as follows:
28

- 75% will be paid to the LWDA, as required by California Labor Code section 2699(i).
- 25% will be divided on a pro rata basis among PAGA Member and distributed in Individual PAGA Payments, as required by California Labor Code section 2699(i).

3.2.4. Tax Allocation. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each PAGA Member. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of One Hundred Eighty-Two Thousand Six Hundred Twenty-Five (\$182,625) to be paid from the Gross Settlement Amount, with 75% (\$136,968.75) allocated to the LWDA PAGA Payment and 25% (\$45,656.25) allocated to the Individual PAGA Payments. One hundred percent (100%) of the PAGA Penalties is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Penalties (\$45,656.25) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 3.2.5.3.PAGA Members agree to hold harmless Defendants, Defendants'

2 Counsel, Plaintiff's Counsel, and the Settlement Administrator for any
3 tax liability, including penalties and interest, arising out of or relating
4 to the PAGA Member's failure to pay taxes on any amounts paid
5 pursuant to this Settlement.

6 **4. SETTLEMENT FUNDING AND PAYMENTS.**

7 4.1. PAGA Member Pay Periods. Based on a review of its records to date, Aerotek and
8 Aston Carter estimate that there were 21,553 PAGA Pay Periods collectively worked
9 by the PAGA Members during the period from December 5, 2020 through November
10 11, 2023.

11 4.2. PAGA Member Data. No later than 30 days after the Court enters Judgement and an
12 order granting approval of the Settlement, Defendants will provide to the
13 Administrator an electronic database containing each PAGA Member's Data. If any
14 or all of the PAGA Member Data is unavailable to Defendants, Defendants will so
15 inform Plaintiff's Counsel and the Parties will make their best efforts to reconstruct or
16 otherwise agree upon the Data prior to when it must be submitted to the
17 Administrator. This information will otherwise remain confidential and will not be
18 disclosed to anyone, except as required to applicable taxing authorities, in order to
19 carry out the reasonable efforts described in section 7, or pursuant to Defendants'
20 express written authorization or by order of the Court. All PAGA Member Data will
21 be used for settlement notification and settlement administration and shall not be used
22 for any other purpose by Plaintiff's Counsel or the Administrator. This provision
23 shall not be construed to impede Plaintiff's Counsel's ability to discharge their
24 fiduciary duties to the PAGA Members, and if additional disclosures are necessary,
25 Plaintiff's Counsel will obtain written authorization of Defendants and/or an order
26 from the Court. The Administrator shall provide reasonable and appropriate
27 administrative, physical, and technical safeguards for any personally identifiable
28 information ("PII") that it receives from Defendants; and promptly provide

Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

4.3. Funding of Gross Settlement Amount. If no objection to the settlement is made and no other individual moves to intervene and/or vacate the judgment or settlement approval order, and if no appeal is filed from the judgment or settlement approval order, Defendant Aston Carter shall fund the settlement no later than seventy-five (75) days after service of notice of entry of judgment and the settlement approval order pursuant to Labor Code section 2699, subdivision (l)(3). If an appeal is filed, Defendant Aston Carter shall fund the settlement no later than thirty (30) days after the date the judgment is affirmed, in whole or in material part, and no longer subject to further appeal.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant Aston Carter funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiff's Counsel Fees Payment, the Plaintiff's Counsel Litigation Expenses Payment, and the Service Award. Disbursement of the Attorneys Fees Payment, the Attorneys Litigation Expenses Payment and the Representatives Service Award shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. 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 Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all PAGA Members (including those for whom Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a PAGA Member Address Search for all
2 other PAGA Members whose checks are returned undelivered without USPS
3 forwarding address. Within 7 days of receiving a returned check the
4 Administrator must re-mail checks to the USPS forwarding address provided
5 or to an address ascertained through the PAGA Member Address Search. The
6 Administrator need not take further steps to deliver checks to PAGA Members
7 whose re-mailed checks are returned as undelivered. The Administrator shall
8 promptly send a replacement check to any PAGA Member whose original
9 check was lost or misplaced, requested by the PAGA Member prior to the
10 void date.

11 4.4.3. For any PAGA Member whose Individual PAGA Payment check or is
12 uncashed and cancelled after the void date, the Administrator shall transmit
13 the funds represented by such checks to the Court-approved nonprofit
14 organization or foundation consistent with Code of Civil Procedure
15 section 384, subdivision (b), Legal Aid at Work ("Cy Pres Recipient"). The
16 Parties, Plaintiff's Counsel and Defendants' Counsel represent that they have
17 no interest or relationship, financial or otherwise, with the intended Cy Pres
18 Recipient.

19 **5. RELEASES OF CLAIMS.** Upon entry of judgment and funding of the settlement,
20 Released Parties (defined below) shall be entitled to, and each PAGA Member and the
21 LWDA shall be deemed to have given, a release of the following claims for the PAGA
22 Period: Any and all rights or claims for statutory penalties, attorneys' fees, and costs pursuant
23 to PAGA, California Labor Code section 2698 et seq., arising under the California Labor
24 Code or Wage Orders alleged in any of the pleadings in the Action or alleged in Plaintiff's
25 LWDA notice and supplemental LWDA notice or that could have been asserted in this
26 Action based on the facts alleged in the Action or the LWDA original and supplemental
27 notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time
28 wages, including based on the alleged failure to properly compensate for time worked

1 purportedly off the clock; (2) to provide compliant meal periods or compensate for time
2 worked purportedly off the clock; (5) to reimburse employees for purportedly necessary
3 business expenses; (6) to timely pay all wages purportedly due during or at the end of
4 employment; (7) to keep accurate time records; and (8) to provide compliant wage
5 statements; and (b) any violation of the California Labor Code or other California statute,
6 rule or regulation (including Wage Orders) that could have been asserted in this Action based
7 on the facts alleged in the Complaint and addressed in (a)(1) through (a)(8) above, including
8 violation of California Labor Code sections 201–204, 210, 226, 226.3, 226.7, 510, 512, 558,
9 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802 and any
10 corresponding California statute, rule or regulation (including Wage Orders).

11 5.1. Plaintiff's Release. In exchange for the Service Award, Plaintiff also agrees to a
12 general release of all claims against Released Parties, including a waiver of rights
13 under California Civil Code section 1542, which provides as follows: A general
14 release does not extend to claims that the creditor or releasing party does not know or
15 suspect to exist in his or her favor at the time of executing the release and that, if
16 known by him or her, would have materially affected his or her settlement with the
17 debtor or released party. unemployment benefits, disability benefits, social security
18 benefits, workers' compensation benefits that arose at any time, or based on
19 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may
20 discover facts or law different from, or in addition to, the facts or law that Plaintiff
21 now know or believe to be true but agrees, nonetheless, that Plaintiff's Release shall
22 be and remain effective in all respects, notwithstanding such different or additional
23 facts or Plaintiff's discovery of them.

24 5.2. Released Parties: "Released Parties" means Aerotek, Inc., Aston Carter, Inc. and
25 Health Net of California, Inc., in addition to their respective subsidiaries and/or
26 parent corporations (including Aerotek, Inc. and Aston Carter, Inc.'s parent company,
27 Allegis Group, Inc., as well as Health Net of California, Inc.'s parent company,
28 Centene Corporation, and related entity Centene Management Company, LLC),

predecessors and successors, as well as respective divisions, affiliates, past and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, and any other individual or entity that could be jointly liable with Defendants or any of them.

SETTLEMENT ADMINISTRATION.

- 5.3. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, such Administrator 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 Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 5.4. Employer Identification Number. The 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.
- 5.5. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 5.6. Administrator Duties. The Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Parties will also enter into a separate Services Agreement with the Administrator to be drafted by Defendants' Counsel for review by Plaintiff's Counsel to confirm the Administrator's responsibilities. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 5.6.1. Final Report by Settlement Administrator. Within 10 days after the
2 Administrator disburses all funds in the Gross Settlement Amount, the
3 Administrator will provide Plaintiff's Counsel and Defendants' Counsel with
4 a final report detailing its disbursements by employee identification number
5 only of all payments made under this Agreement. At least 15 days before any
6 deadline set by the Court, the Administrator will prepare, and submit to
7 Plaintiff's Counsel and Defendants' Counsel, a signed declaration suitable for
8 filing in Court attesting to its disbursement of all payments required under this
9 Agreement. Plaintiff's Counsel is responsible for filing the Administrator's
10 declaration in Court.

11 5.6.2. The Settlement Administrator shall have its own Employer Identification
12 Number under Internal Revenue Service Form W-9 and shall use its own
13 Employer Identification Number in calculating payroll withholdings for taxes
14 and shall transmit the required employers' and employees' share of the
15 withholdings to the appropriate state and federal tax authorities. The
16 Settlement Administrator shall establish a settlement fund that meets the
17 requirements of a Qualified Settlement Fund ("QSF") under US Treasury
18 Regulation section 468B-1 in which the Gross Settlement Amount and
19 employer's share of payroll taxes shall be deposited.

20 **6. PAGA MEMBER SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its
21 records, Defendants estimate that, as of the date of this Settlement Agreement, (1) the PAGA
22 Members collectively worked 21,553 total PAGA Pay Periods from December 5, 2020
23 through November 11, 2023. In the event the total number of PAGA Pay Periods is more
24 than 10% larger for the PAGA Period, then Aerotek and Aston Carter will have the option to
25 either (i) allow the GSA to increase on a pro rata basis above 10% to the extent the threshold
26 is exceeded (e.g., if the total number of PAGA Pay Periods for the PAGA Period is actually
27 11% more than 21,553 PAGA Pay Periods, the GSA shall increase by 1%), or (ii) shorten the
28

PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the total number of pay periods more than 10%..

6.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all PAGA Members as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

7. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

8. **ADDITIONAL PROVISIONS.**

8.1. No Admission of Liability, or Representative Manageability for Other Purposes.

Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, and have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on,

1 and will not be admissible in connection with, any litigation (other than solely in
2 connection with effectuating the Settlement pursuant to this Agreement). The Parties
3 agree that representative treatment is for purposes of this Settlement only. Whether
4 or not the Judgment becomes Final, neither the Settlement, this Agreement, any
5 document, statement, proceeding or conduct related to the Settlement or the
6 Agreement, nor any reports or accounting of those matters, will be (i) construed as,
7 offered or admitted in evidence as, received as, or deemed to be evidence for any
8 purpose adverse to Plaintiff or Defendants or any of the Released Parties, including,
9 but not limited to, evidence of a presumption, concession, indication or admission by
10 any of the Released Parties of any liability, fault, wrongdoing, omission, concession
11 or damage; or (ii) disclosed, referred to or offered in evidence against any of the
12 Released Parties, in any further proceeding in the Action, or any other civil, criminal
13 or administrative action or proceeding except for purposes of effectuating the
14 Settlement pursuant to this Agreement.

15 8.2. Confidentiality Prior to PAGA Approval. Plaintiff, Plaintiff's Counsel, Defendants
16 and Defendants' Counsel separately agree that, until the Motion for PAGA Approval
17 of Settlement is filed, they and each of them will not disclose, disseminate and/or
18 publicize, or cause or permit another person to disclose, disseminate or publicize, any
19 of the terms of the Agreement directly or indirectly, specifically or generally, to any
20 person, corporation, association, government agency, or other entity except: (1) to
21 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
22 this Agreement confidential; (2) counsel in a related matter; (3) to the extent
23 necessary to report income to appropriate taxing authorities; (4) in response to a court
24 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or
25 federal government agency. Each Party agrees to immediately notify each other Party
26 of any judicial or agency order, inquiry, or subpoena seeking such information.
27 Plaintiff, Plaintiff's Counsel, Defendants, and Defendants Counsel separately agree
28 not to, directly or indirectly, initiate any conversation or other communication, before

1 the filing of the Motion for PAGA Approval, any with third party regarding this
2 Agreement or the matters giving rise to this Agreement except to respond only that
3 "the matter was resolved," or words to that effect. This paragraph does not restrict
4 Plaintiff's Counsel communications with PAGA Members in accordance with
5 Plaintiff's Counsel's ethical obligations owed to PAGA Members.

6 8.3. Limitation on Public Statements About Settlement. Neither Plaintiff, Plaintiff's
7 Counsel, Defendants, nor Defendants' Counsel shall publicize the Settlement, other
8 than filing documents with the Court. Plaintiff, Plaintiff's Counsel, Defendants, and
9 Defendants' Counsel agree that they will not issue any press releases or initiate any
10 contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff,
11 Plaintiff's Counsel, Defendants, or Defendants' Counsel receives an inquiry about the
12 Settlement from the media, they may respond only after the Motion for PAGA
13 Approval has been filed and only by confirming the accurate terms of the Settlement.
14 Plaintiff's Counsel and Defendants' Counsel agree to discuss the terms of this
15 Settlement only in filings in the Action as required to approve the Settlement and in
16 discussions with PAGA Members or the Settlement Administrator in the context of
17 administering this settlement, except that they may include the Action's title in a list
18 of cases for which they were appointed Plaintiff's Counsel for settlement purposes
19 and provide the percentage of Attorneys' Fees or the Service Award amount awarded
20 in declarations in support of future motions for settlement without providing any
21 other information about the settlements. Plaintiff's Counsel and Defendants' Counsel
22 will not discuss the settlement with any third parties or otherwise publicize the
23 settlement in any manner except as provided in this paragraph. Plaintiff's Counsel
24 and Defendants' Counsel will not use any information about the identities, contact
25 information, or other data provided about the PAGA Members in the Action other
26 than for purposes of the Action. All parties agree that this settlement is strictly
27 confidential until the PAGA Approval Motion is filed. Nothing in this provision shall
28 prevent Defendant or Plaintiff from making any required disclosures.

1 8.4. No Solicitation. The Parties separately agree that they and their respective counsel
2 and employees will not solicit any PAGA Member to object to the Settlement,
3 intervene in the Action, or appeal from the Judgment. Nothing in this paragraph shall
4 be construed to restrict Plaintiff's Counsel's ability to communicate with PAGA
5 Members in accordance with Plaintiff's Counsel's ethical obligations owed to PAGA
6 Members, in the event a PAGA Member contacts Plaintiff's Counsel.

7 8.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
8 Agreement together with its attached exhibits shall constitute the entire agreement
9 between the Parties relating to the Settlement, superseding any and all oral
10 representations, warranties, covenants, or inducements made to or by any Party.

11 8.6. Attorney Authorization. Plaintiff's Counsel and Defendants' Counsel separately
12 warrant and represent that they are authorized by Plaintiff and Defendants,
13 respectively, to take all appropriate action required or permitted to be taken by such
14 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents reasonably required to effectuate the terms of this Agreement including
16 any amendments to this Agreement.

17 8.7. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts, in good faith, to implement the Settlement by, among other things,
19 modifying the Settlement Agreement, submitting supplemental evidence and
20 supplementing points and authorities as requested by the Court. In the event the
21 Parties are unable to agree upon the form or content of any document necessary to
22 implement the Settlement, or on any modification of the Agreement that may become
23 necessary to implement the Settlement, the Parties will seek the assistance of a
24 mediator and/or the Court for resolution.

25 8.8. No Prior Assignments. The Parties separately represent and warrant that they have
26 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity and portion of any liability, claim,
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1 demand, action, cause of action, or right released and discharged by the Party in this
2 Settlement.

3 8.9. No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defendants'
4 Counsel are providing any advice regarding taxes or taxability, nor shall anything in
5 this Settlement be relied upon as such within the meaning of United States Treasury
6 Department Circular 230 (31 CFR Part 10, as amended) or otherwise. By depositing
7 and receiving payment from the Settlement, PAGA Members agree to hold harmless
8 Defendants, the Released Parties (defined below), Plaintiff's Counsel, and
9 Defendants' Counsel for any tax liability, including penalties and interest, arising out
10 of or relating to the PAGA Members' failure to pay taxes on any amounts paid
11 pursuant to this Agreement. The Claims Administrator shall be responsible for
12 remitting to the tax authorities the necessary tax forms on behalf of the PAGA
13 Members and Aston Carter.

14 8.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all
16 Parties or their representatives, and approved by the Court.

17 8.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 8.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California,
21 without regard to conflict of law principles.

22 8.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the
24 basis that the Party was the drafter or participated in the drafting.

25 8.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Action and in this Agreement relating to the confidentiality of
27 information shall survive the execution of this Agreement.
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1 8.15. Use and Return of Data. Information provided to Plaintiff's Counsel pursuant to
2 California Evidence Code section 1152, and all copies and summaries of the data
3 provided to Plaintiff's Counsel by Defendants or the Administrator in connection
4 with the mediation, other settlement negotiations, or in connection with the
5 Settlement, may be used only with respect to this Settlement, and no other purpose,
6 and may not be used in any way that violates any existing contractual agreement,
7 statute, or rule of court. Not later than 30 days after the date when the Court
8 discharges the Administrator's obligation to provide a Declaration confirming the
9 final pay out of all Settlement funds, Plaintiff and Plaintiff's Counsel shall destroy, all
10 paper and electronic versions of any information provided to Plaintiff's Counsel
11 pursuant to California Evidence Code section 1152 and Data received from
12 Defendants and/or the Administrator and, if requested in writing, confirm in writing
13 to Defendants the destruction of all such documents and data.

14 8.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
15 inserted for convenience of reference only and does not constitute a part of this
16 Agreement.

17 8.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
18 shall be to calendar days. In the event any date or deadline set forth in this
19 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
20 on the first business day thereafter.

21 8.18. Notice. All notices, demands or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly
23 given as of the third business day after mailing by United States mail, or the day sent
24 by email or messenger, addressed as follows:

25 **BRADLEY/GROMBACHER, LLP**
26 Marcus J. Bradley, Esq. (SBN 174156)
27 Kiley L. Grombacher, Esq. (SBN 245960)
28 Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100

Attorneys for Plaintiff Juana Madrigal

1 2 3	Facsimile: (805) 270-7589 mbradley@bradleygrombacher.com kgrombacher@bradleygrombacher.com lking@bradleygrombacher.com	
4 5 6 7 8 9	Michael S. Kun, Esq. (SBN 208684) Kevin D. Sullivan, Esq. (SBN 208684) EPSTEIN BECKER & GREEN, P.C. 1925 Century Park East, Suite 500 Los Angeles, CA 90067 Telephone: (310) 556-8861 Facsimile: (310) 553-2165 mkun@ebglaw.com ksullivan@ebglaw.com	Attorneys for Defendants Aerotek, Inc. Aston Carter, Inc.
10 11 12 13 14 15	Barbara A. Blackburn, Bar No. 253731 Nathaniel H. Jenkins, Bar No. 312067 LITTLER MENDELSON, P.C. 500 Capitol Mall Suite 2000 Sacramento, California, 95814 Telephone: (916) 830-7200 Fax No.: (916) 561-0828 bblackburn@littler.com njenkins@littler.com	Attorneys for Defendant Health Net of California, Inc.

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8.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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8.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

8.21. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over the Action under Code of Civil Procedure section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

8.22. Enforcement. Except with regard to the motions for PAGA approval, and attorneys' fees and costs as contemplated herein, should either party be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

5/30/2024

Dated: March __, 2024

DocuSigned by:

Madrigal, Juana

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Juana Madrigal; Plaintiff

Dated: March 11, 2024

Bradley Centineo

Bradley Centineo, authorized signatory for Aerotek, Inc.; Defendant

Dated: March 11, 2024

Bradley Centineo

Bradley Centineo, authorized signatory for Aston Carter Inc.; Defendant

Dated: March 14, 2024

Meredith Linhardt
Meredith Linhardt (Mar 14, 2024 11:33 CDT)

Health Net of California, Inc.; Defendant

APPROVED AS TO FORM:

BRADLEY/GROMBACHER, LLP

May 30, 2024

Dated: March __, 2024

Marcus J. Bradley

Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
Attorney for Plaintiff Juana Madrigal

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EPSTEIN BECKER & GREEN, P.C.

Dated: March 11, 2024



Michael S. Kun
Kevin D. Sullivan
Attorney for Defendants
Aerotek Inc. and Aston Carter, Inc.

LITTLER MENDELSON P.C.

May 29, 2024
Dated: ~~March~~ __, 2024



Barbara A. Blackburn
Nathaniel H. Jenkins
Attorney for Defendant Health Net of California, Inc.