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Attorneys for Plaintiff
Maria Quiros

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

MARIA QUIROS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

E&S RESIDENTIAL CARE SERVICES,
LLC, a limited liability company,

Defendants.

Case No.: 21CECG03818

[Hon. Tyler Tharpe, Dept. 501]

PAGA SETTLEMENT AGREEMENT

Complaint filed: December 28, 2021
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Quiros (“Plaintiff”) and defendant E&S Residential Care Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned Maria Quiros v. E&S Residential Care Services, LLC, Case No. 21CECG03818 initiated on December 28, 2021 and pending in Superior Court of the State of California, County of Fresno.
- 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 approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Fresno.
- 1.8. “Defense Counsel” means Littler Mendelson, P.C, the attorneys representing Defendant in the Action.

1.9. “Effective Date” the date by which this Agreement is approved by the Court and that approval becomes final. The approval becomes final when the later of the following events occurs: (a) the period for filing any appeal, writ, or other appellate proceeding opposing the settlement approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the settlement approval has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the settlement approval with no right by any appellant or objector to pursue further remedies or relief. In this regard, it is the intention of the Parties that the settlement shall not become effective until the Court’s approval of the settlement is completely final, and no further recourse exists by an appellant or objector who seeks to contest the settlement. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay the Gross Settlement Amount.

1.10. “Gross Settlement Amount” means \$175,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
2 PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
3 Payment, and the Administration Expenses Payment. The remainder is to be paid to
4 Aggrieved Employees as Individual PAGA Payments.

5 1.16. "PAGA Counsel" means Moon Law Group, PC, the attorneys representing Plaintiff in the
6 Action.

7 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
8 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'
9 fees and expenses, respectively, incurred to prosecute the Action.

10 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
11 for Defendant for at least one day during the PAGA Period.

12 1.19. "PAGA Period" means the period from December 24, 2020 to the date of court approval of
13 the settlement.

14 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

15 1.21. "PAGA Notice" means Plaintiff's December 24, 2021 letter to Defendant and the LWDA
16 providing notice pursuant to Labor Code § 2699.3(a).

17 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
18 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA
19 in settlement of PAGA claims.

20 1.23. "Plaintiff" means Maria Quiros, the named plaintiff in the Action.

21 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA
22 Settlement.

23 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5
24 below.

25 1.26. "Released Parties" means: Defendant and all of Defendant's parents, predecessors,
26 successors, subsidiaries, affiliates, partners, trusts, employment agencies, and professional
27 employer organizations, as well as each of their owners, employees, officers, board
28 members, agents, attorneys, insurers, stockholders, members, fiduciaries, service providers,

and assigns. "Released Parties" shall also include Stephanie Hendricks and Associates, Inc.

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

2. RECITALS.

2.1. On December 28, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices. On January 12, 2023, Plaintiff filed a First Amended Complaint alleging the same eight causes of action against Defendant and added a ninth cause of action for Civil Penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On May 23, 2023, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.

2.3. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, documents including payroll and time records.

2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$175,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph

4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3), which is currently estimated to be \$58,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Plaintiff agrees that in the event the Court awards an amount for the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment less than the amount requested, the amount awarded shall not constitute a material change to the settlement. The difference in the amount awarded by the Court shall be allocated to PAGA penalties distributed to aggrieved employees. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$__ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than

\$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The Net Settlement Amount will be distributed amongst Aggrieved Employees and the LWDA, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. 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.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 268 Aggrieved Employees who worked a total 5,303 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the later of: 1) the Effective Date, and 2) the date the Settlement Administrator provides Defendant with instructions for securely transferring the Aggrieved Employee Data to the Settlement Administrator, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the 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 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 PAGA 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. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the later of 1) the Effective Date, and 2) the date the Settlement Administrator provides Defendant with wire instructions for depositing the Gross Settlement Amount and verbally verifies the authenticity of those wire instructions with Defendant by a telephone call prior to the transfer, initiated by Defendant using the Settlement Administrator's telephone number published on its known website.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment 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 Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National

1 Change of Address Database.

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

12 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
13 and cancelled after the void date, the Administrator shall transmit the funds
14 represented by such checks to the California Controller's Unclaimed Property Fund
15 in the name of the Aggrieved Employee.

16 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
17 any additional benefits or make any additional payments to the Aggrieved
18 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
19 Agreement.
20

21 **5. RELEASES OF CLAIMS.**

22 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and
23 PAGA Counsel will release claims against all Released Parties as follows:

24 5.1. Plaintiff's Release.

25 5.1.1. Scope of Plaintiff's Release. Plaintiff and his or her respective former and present
26 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
27 administrators, successors, and assigns generally, release and discharge Released
28 Parties from all claims, transactions, or occurrences [that occurred during the

PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.2. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. 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 arising out of or related to the allegations set forth in the operative complaint filed in the Superior Court of the State of California for the County of Fresno in the action entitled Maria Quiros v. E & S Residential Care Services, LLC, Case No. 21CECG03818 and/or PAGA notice to the California Labor and Workforce Development Agency submitted by Plaintiff on or around December 24, 2021, Case No. LWDA-CM-859575-21 that arose during the PAGA Period, including claims for: 1) Minimum Wage Violations, 2) Overtime Violations, 3) Meal Break Violations, 4) Rest Break Violations, 5) Unreimbursed Business

Expenses, 6) Failure to Timely Pay Final Wages at Termination, and 7) Failure to Provide Accurate Itemized Wage Statements; as well as any and all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and/or Costs incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order granting approval to the Administrator. Plaintiff shall provide copies of the Motion for PAGA Approval and associated paperwork to Defendant at least seven (7) calendar days prior to filing it with the Court. Defendant agrees to not oppose Plaintiff's Motion for PAGA Approval to the extent it comports with this agreement and copies of the Motion for PAGA Approval and associated paperwork have been provided to Defendant at least seven (7) calendar days prior to filing it with the Court.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the 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 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.

7.2. 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.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 268 Aggrieved Employees who worked 5,303 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately 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 pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points

and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

10.11. Confidentiality. The Parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement. The Parties and their counsel agree to keep the settlement confidential, to the maximum extent permitted by law. Plaintiff and

1 Plaintiff's counsel agree, to the maximum extent permitted by law, to refrain from
2 publicizing the fact of the settlement and the terms of the settlement. Plaintiff agrees that
3 she will not make any false, defamatory, disparaging statements regarding Defendant.

4 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
5 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
6 provided to PAGA Counsel by Defendant in connection with the mediation, other
7 settlement negotiations, or in connection with the Settlement, may be used only with
8 respect to this Settlement, and no other purpose, and may not be used in any way that
9 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
10 after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff
11 shall destroy all paper and electronic versions of Aggrieved Employee Data received from
12 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant
13 makes a written request to PAGA Counsel for the return, rather than the destructions, of
14 Aggrieved Employee Data.

15 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this
17 Agreement.

18 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
19 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 10.15. Notice. All notices, demands or other communications between the Parties in connection
23 with this Agreement will be in writing and deemed to have been duly given as of the third
24 business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Daniel Park (SBN 274973)
dpark@moonlawgroup.com
Michael Citrin (SBN 330533)
mcitrin@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Irene V. Fitzgerald (Cal. SBN 266949)
ifitzgerald@littler.com
Andrew H. Woo (Cal. SBN 261120)
awoo@littler.com
LITTLER MENDELSON, P.C.
5200 North Palm Avenue, Suite 302
Fresno California 93704-2225
Telephone: (559) 244-7500
Facsimile: (559) 244-7525

10.16. 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.

10.17. 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 Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

10.18 Plaintiff represents that she has complied with any and all prefiling requirements for her PAGA claim against Defendant, including but not limited to providing notice to the

California Labor and Workforce Development Agency as required by California Labor Code section 2699.3. Plaintiff further agrees to provide any and all notices to the California Labor and Workforce Development Agency required to effectuate the settlement, including the notice required by California Labor Code section 2699 subdivision (1)(2). Plaintiff further agrees to file any necessary notice and paperwork to the California Labor and Workforce Development Agency necessary to effectuate the settlement of claims against Stephanie Hendricks and Associates, Inc., including but not limited to providing an amended notice to the LWDA identifying Stephanie Hendricks and Associates, Inc. as an additional defendant employer entity.

Plaintiff:

3/6/2024

Dated: January __, 2024

By: _____

DocuSigned by:

Maria Quiros

1634AD63B21D4F1...

MARIA QUIROS

Plaintiff's Counsel:

Dated: January __, 2024

3/12/2024

By: _____

Moon Law Group, PC

DocuSigned by:

Michael Citrin

547DFD5515BB45A...

Kane Moon
Daniel Park
Michael Citrin

Attorneys for Plaintiff

Defendant:

Dated: January __, 2024

By: _____

Print Name

Signature

California Labor and Workforce Development Agency as required by California Labor Code section 2699.3. Plaintiff further agrees to provide any and all notices to the California Labor and Workforce Development Agency required to effectuate the settlement, including the notice required by California Labor Code section 2699 subdivision (1)(2). Plaintiff further agrees to file any necessary notice and paperwork to the California Labor and Workforce Development Agency necessary to effectuate the settlement of claims against Stephanie Hendricks and Associates, Inc., including but not limited to providing an amended notice to the LWDA identifying Stephanie Hendricks and Associates, Inc. as an additional defendant employer entity.

Plaintiff:

Dated: January __, 2024

By: _____
MARIA QUIROS

Plaintiff's Counsel:

Dated: January __, 2024

Moon Law Group, PC

By: _____
Kane Moon
Daniel Park
Michael Citrin
Attorneys for Plaintiff

Defendant:

Dated: January __, 2024

By: Stephanie Hendricks
Print Name
[Signature]
Signature

Director

Title

Defendant's Counsel:

Dated: January __, 2024

Littler Mendelson, P.C

By: _____

A Name
Name

Attorneys for Defendant E & S Residential
Services