

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jennifer Bernstein, an individual (“Plaintiff”) and defendants Summer House, Inc., Davis Summer House, Inc. and Julie A. Kirby, (“Summer House”). The Agreement refers to Plaintiff and Summer House collectively as “Parties,” or individually as “Party.”

I. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA claim lawsuit alleging wage and hour violations against Summer House captioned *JENNIFER BERNSTEIN, an Individual, on behalf of herself and other aggrieved employees v. SUMMER HOUSE, INC., a California Corporation; JULIE A. KIRBY, an Individual; and DAVIS SUMMER HOUSE, INC.*, initiated on March 17, 2022 and pending in Superior Court of the State of California, County of Yolo.
- 1.2. “Administrator” means ILYM Group, the neutral entity Summer House has appointed and is paying to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid by Summer House in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means those non-exempt employees of Summer House who are described in paragraphs 132-137 of the Complaint for Damages filed by Plaintiff and are referred to in Plaintiff’s December 17, 2021, letter to the LWDA, who worked for Summer House during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Summer House’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 Yolo.
- 1.8. “Complaint” means the operative complaint in the Action.
- 1.9. “Defense Counsel” means Ron E. Enabnit, Esq. of MATHENY SEARS LINKERT JAIME, LLP located at 3638 American River Drive, Sacramento, CA 95864-5901.
- 1.10. “Effective Date” means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.11. “Gross Settlement Amount” means \$102,500.00, which is the total amount Summer House agrees to pay under the Settlement except as provided in Paragraph 9 below. The

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Gross Settlement Amount will be used to pay Plaintiff's PAGA Enhancement Payment, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.

- 1.12. "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.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's PAGA Enhancement Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means C. E. Kimberly Lind, Esq. of KO LEGAL, INC., the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Summer House for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from December 17, 2020 to the date that all parties sign the PAGA Settlement Agreement.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's December 17, 2021 letter to Summer House and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,076.00) and the 75% to LWDA (\$36,228.00) in settlement of PAGA claims.
- 1.24. "Plaintiff" means Jennifer Bernstein, the named plaintiff in the Action.

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- 1.25. "Plaintiff's PAGA Enhancement Payment" means the amount approved by the Court to additionally compensate the Plaintiff for acting as the representative of Aggrieved Employees and prosecuting the Action on their behalf.
- 1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraphs 2 and 6 below.
- 1.28. "Released Parties" means: Summer House, Inc., Davis Summer House, Inc., Julie Kirby and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Summer House" means named Defendants Summer House, Inc., Davis Summer House, Inc., and Julie A. Kirby.

II. RECITALS.

- 2.1. On December 17, 2021, Plaintiff filed her PAGA Notice with the LWDA of intent to pursue civil penalties against the Defendants under the PAGA, which the LWDA assigned Case No. LWDA-CM-858253-21.
- 2.2. On March 17, 2022, Plaintiff filed her Complaint in the Superior Court of the State of California, for the County of Yolo, against Summer House, entitled JENNIFER BERNSTEIN, an Individual, on behalf of herself and other aggrieved employees v. SUMMER HOUSE, INC., a California Corporation; JULIE A. KIRBY, an Individual; and DAVIS SUMMER HOUSE, INC. alleging the following alleged violations under PAGA:

- (1) Violation of California Labor Code §§ 201 and 203
- (2) Violation of California Labor Code § 204
- (3) Violation of California Labor Code § 226(a)
- (4) Violation of California Labor Code § 226.7
- (5) Violation of California Labor Code §§ 510 & 1198
- (6) Violation of California Labor Code § 1174(d)
- (7) Violation of California Labor Code §§ 1194, 1197 & 1197.1
- (8) Violation of California Labor Code § 2802
- (9) Violation of California Labor Code § 512

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(10) Violation of California Labor Code § 98.6

(11) Violation of California Labor Code § 1102.5

2.3. Summer House denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the PAGA cause of action alleged, including the alleged violations stated in Paragraph 2.2 above.

2.4. On December 11, 2023, the Parties participated in an all-day mediation presided over by Kim Deck, Esq. Negotiations between the Parties and the mediator over the course of that day and the next several weeks ultimately led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained through formal discovery, responses to several sets each of special interrogatories, requests for production, and form interrogatories. After mediation, Plaintiff also conducted a deposition of the manager of the SLS Program for Defendants.

2.6. The Parties, PAGA Counsel and Defense Counsel represent that Plaintiff has entered into a settlement agreement with Released Party regarding her individual claims and that payment thereon is dependent on the Court's approval of this PAGA Settlement.

III. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, Summer House promises to pay \$102,500.00 and no more as the Gross Settlement Amount. Summer House has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5 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 Summer House.

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 45% which is currently \$46,125.00 and PAGA Counsel Litigation Expenses Payment of what is currently \$5,571.00, subject to increase after receipt of court reporter invoices. Summer House will not oppose requests for Court approval of these payments. Plaintiff and/or PAGA Counsel will file an application or motion for approval of Settlement including PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment less than the amount requested, the fee will be considered fixed by the Court ("fixed fee"), and the Administrator will allocate the remainder to the Net Settlement Amount. 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

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Summer House harmless, and indemnifies Summer House, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Plaintiff: A representative enhancement payment not to exceed \$2,500.00 except for a showing of good cause and as approved by the Court. To the extent the Court approves payment of less than \$2,500.00, the Administrator will attribute the remainder to the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties currently in the amount of \$48,304.00 to be paid from the Gross Settlement Amount, with 75% (currently \$36,228.00) allocated to the LWDA PAGA Payment and 25% (currently \$12,076.00) allocated to the Individual PAGA Payments 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.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently \$12,076.00) 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. NON- MONETARY TERMS.

Summer House agrees to implement a messaging system for Supported Living Services employees regarding client care that is HIPAA compliant to ensure clients' privacy and not to authorize the use of group text messages sent to staff's personal cell phones.

Summer House agrees to offer the option to SLS employees to submit mileage reimbursement claims via eRsp and will not require SLS employees to submit mileage reimbursement claims on paper.

V. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Pay Periods. Based on a review of its records, Summer House estimates that as of December 2023 there are 221 Aggrieved Employees who worked a total 5,119 PAGA Pay Periods.

5.2. Aggrieved Employee Data. Within fourteen (14) days, Summer House 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

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Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Summer House has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and for Defense Counsel to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Summer House 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.

5.3. Funding of Gross Settlement Amount. Summer House shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Summer House funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Plaintiff's PAGA Enhancement Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1. 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 Change of Address Database.

5.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The 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.

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

5.4.4. The payment of Individual PAGA Payments shall not obligate Summer House to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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VI. RELEASES OF CLAIMS. Effective on the date when Summer House fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released 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 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.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 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 her favor at the time of executing the release, and that if known by her would have materially affected her settlement with the debtor or Released Party.

6.2 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice.

6.3 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 Litigation Expenses incurred in connection with the Complaint during the PAGA Period based on facts stated in the Complaint and the PAGA Notice.

VII. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 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 Motion for Approval of Settlement and Order Granting Approval of PAGA Settlement; (iii) a signed declaration from PAGA Counsel firm attesting to its transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd.(l)(1)), this Agreement

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(Labor Code section 2699, subd. (l)(2)), and the motion to approval of settlement. 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.

7.2 Defendants' Responsibilities. Defendants will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) "a signed declaration from the Administrator attesting to its willingness to serve; competency; that it employs procedures for protecting the security of Aggrieved Employee Data; that it possesses insurance coverage for any data breach, defalcation of funds or other misfeasance; statement of 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."; and (ii) a declaration from Defense Counsel that avers that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (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 Preliminary Approval to the Administrator.

7.4 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 declaration 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.

VIII. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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 by Summer House. 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. Summer House will pay ILYM Group's fees to serve as Administrator (separate and apart from the Gross Settlement Payment).

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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8.4 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.

IX. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Summer House estimates that, as of the date of this Settlement Agreement, (1) there are approximately 225 Aggrieved Employees who worked approximately 5,500 Pay Periods during the PAGA Period.

X. 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.

10.1 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.

XI. ADDITIONAL PROVISIONS.

11.1 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 Summer House that any of the allegations in the Complaint have merit or that Summer House has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Summer House'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, Summer House reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Summer House'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).

11.2 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. The Parties represent to the court, however, that payment for settlement of Plaintiff's individual claims is expressly contingent upon this Court issuing an Approval Order (see section 1.26 above) approving this PAGA Settlement.

11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Summer House, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to

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effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement or justification of Summer House's financial condition to the Court.

11.4 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 Kim Deck, Esq. for resolution.

11.5 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.

11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Summer House 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.

11.7 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.

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

11.9 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.

11.10 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.

11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Summer House in response to discovery in this matter, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Summer House.

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

11.14 Calendar Days. Unless otherwise noted, all reference 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.

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

To Plaintiff:

C.E. Kimberly Lind, Esq
KO LEGAL, INC.
100 W. Broadway, Suite 250
Long Beach, CA 90802

To Summer House:

Ronald E. Enabnit, Esq.
MATHENY SEARS LINKERT JAIME, LLP
3638 American River Drive
Sacramento, CA 95864-5901

11.16 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.

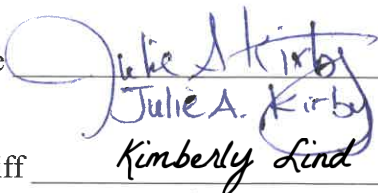
11.17 Stay of Litigation. The Parties agree that upon execution of this Agreement litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to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

Plaintiff



2/22/24

For Summer House


Julie A. Kirby
Kimberly Lind

Its:

Co-Executive Director

Counsel For Plaintiff



2/22/24 Counsel For Summer House



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02 / 22 / 2024
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IP: 24.7.129.138



02 / 22 / 2024
18:52:05 UTC

Signed by Jennifer Bernstein (jlbernst@yahoo.com)
IP: 24.7.129.138



COMPLETED

02 / 22 / 2024
18:52:05 UTC

The document has been completed.