

PAGA SETTLEMENT AGREEMENT

Saenz v. Soliant Health, LLC, et al.

United States District Court, Central District of California, Case No. 2:25-cv-07568-MCS-AGR
[Initially filed in and removed from Superior Court of the State of California,
County of Los Angeles, Case No. 25STCV13787]

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Desiree Saenz (“Plaintiff”) and defendant Soliant Health, LLC (“Soliant Health”). The Agreement refers to Plaintiff and Soliant Health collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Soliant Health captioned *Saenz v. Soliant Health, LLC, et al.*, United States District Court, Central District of California, Case No. 2:25-cv-07568-MCS-AGR (initially filed in and removed from Superior Court of the State of California, County of Los Angeles, Case No. 25STCV13787).
- 1.2. “Administrator” means ILYM, 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 this Settlement.
- 1.4. “Court” means the United States District Court, Central District of California.
- 1.5. “Defense Counsel” means Sean Bothamley and Veena Bhatia of Jackson Lewis P.C.
- 1.6. “Effective Date” means the date when all of the following events have occurred: (1) the Court has entered a Final Order approving the Stipulation of Settlement and entered Judgment on same; (2) 65 calendar days have passed since the Court has entered a Final Order and Judgment, and has approved the Stipulation of Settlement; and (3) the period for filing any appeal, writ or other appellate proceeding opposing the Court’s entry of the Final Order and Judgment has expired without any appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, or any other opposition, challenge or motion to vacate the Court’s Final Order and Judgment approving the Stipulation of Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

- 1.7. “Gross Settlement Amount” means an all-in and non-reversionary sum of \$385,000.00 which is the total amount Soliant Health 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 Payment. Under no circumstances will Soliant Health’s payment exceed the Gross Settlement Amount, except as otherwise provided under Paragraph 8 below.
- 1.8. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
- 1.9. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.10. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.11. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.12. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to PAGA Members as Individual PAGA Payments.
- 1.13. “PAGA Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, the attorneys representing the Plaintiff in the Action.
- 1.14. “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.
- 1.15. “PAGA Member(s)” consist of all persons who are or were employed by Soliant Health as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period.
- 1.16. “PAGA Member Data” or “PAGA Data” means PAGA Member identifying information in Soliant Health’s possession including the PAGA Member’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.17. “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.

- 1.18. “PAGA Pay Period” means any pay period, as determined by Soliant Health’s payroll system, during which an PAGA Member worked for Soliant Health for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from between March 4, 2024, through the date the Court approves the Settlement Agreement, unless otherwise modified under Paragraph 8 below.
- 1.20. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s March 4, 2025 letter to Soliant Health and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the PAGA Members and the 65% to LWDA in settlement of PAGA claims.
- 1.23. “Plaintiff” means Desiree Saenz, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement mutually agreed to by the Parties.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means Soliant Health and its present and former parent companies, subsidiaries, divisions, clients where PAGA Members were staffed, assigned, and/or worked, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released PAGA Claims, and Defendant’s counsel of record in the Action.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Settlement Funding Date” means twenty-one (21) calendar days of the Effective Date.
- 1.29. “Soliant Health” means named Defendant Soliant Health, LLC.

2. RECITALS.

- 2.1. On May 9, 2025, Plaintiff filed a class and representative action complaint in the Los Angeles County Superior Court alleging generic wage and hour claims. On August 13, 2025, Soliant removed the Action to the United States District Court for the Central District of California (Case No. 2:25-cv-07568-MCS-AGR) (the “Operative Complaint”). The Operative Complaint alleges the following causes of action: : (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512 and 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and

558; (3) failure to pay all wages in violation of sections 510, 1194, 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to timely pay wages due at termination in violation of Labor Code sections 201-203; (6) failure to timely pay employees in violation of Labor Code section 204(a)(b); (7) failure to reimburse for business expenses in violation of Labor Code section 2802; (8) failure to pay for all hours worked, including in violation of Labor Code sections 210, 218; (9) violation of Business and Professions Code section 17200, et seq.; and (10) penalties pursuant to Labor Code sections 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a),(e), 201-203, 204(a)(b), 2802, 210, 218. Soliant Health denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Soliant Health and the LWDA by sending the PAGA Notice.
- 2.3. On December 23, 2025, the Parties participated in an all-day mediation presided over by mediator Jonathan D. Andrews of Signature Resolution which led to this Agreement to settle the Action.
- 2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through formal informal discovery, PAGA Members' time and pay records, as well as information and documents concerning the claims set forth in the Action, including but not limited to, Soliant Health's employee handbook, relevant wage and hour policies, and datapoints, including and not limited to, information regarding the number of PAGA Members, the number of workweeks worked by the PAGA Members, the number of pay periods worked by the PAGA, and the average rate of pay of the PAGA Members.
- 2.5. 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 9 below, Soliant Health promises to pay \$385,000.00 and no more as the Gross Settlement Amount. Soliant Health has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Soliant Health.
- 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 33%, which is currently estimated to be \$128,320.50, and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Soliant Health will not oppose requests for Court approval of 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. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, 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 Soliant Health harmless, and indemnifies Soliant Health, 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 \$9,000.00 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 \$9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. **To the LWDA and PAGA Members:** The individual settlement awards payable to PAGA Members will be allocated as 100% penalties, for which an IRS Form 1099 will issue for each payment. PAGA Penalties in the amount of \$222,679.50 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.
- 3.2.3.1. The Settlement Administrator will calculate the amount to be paid per PAGA pay period, and the individual settlement awards to PAGA Members. The number of PAGA pay periods for each PAGA Member will be provided to the Settlement Administrator by Defendant. The individual settlement awards to PAGA Members will be determined by dividing the Net Settlement Amount by the total number of PAGA Pay Periods for the PAGA Members during the applicable PAGA Period, resulting in the PAGA Pay Period Value, then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each PAGA Member. PAGA Members 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. **PAGA Member Data.** Within twenty-one (21) calendar days of the Court's approval of the Settlement, Soliant Health will simultaneously deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Soliant Health has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Soliant Health must send the PAGA Member 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 PAGA Member Data.
- 4.2. **Funding of Gross Settlement Amount.** Soliant Health shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.
- 4.3. **Payments from the Gross Settlement Amount.** Within seven (7) days after Soliant Health 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 Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. PAGA Members may not object or opt out of payments for the release of the PAGA claims.
 - 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members 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 PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

- 4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties have selected Alliance for Children’s Rights as the Cy Pres Recipient, subject to Court approval. The Parties, PAGA Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Soliant Health to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.4.5. All Individual PAGA Payments to PAGA Members shall be deemed to be paid to such PAGA Members solely in the year in which such payments actually are received by the PAGA Members. It is expressly understood and agreed that the receipt of such Individual PAGA Payments will not entitle any PAGA Member to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the PAGA Period, nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits.

5. RELEASE OF CLAIMS.

- 5.1. **PAGA Member Released Claims.** The claims to be released by and on behalf of Plaintiff, the LWDA, the State of California, and PAGA Members include all claims for penalties, interest, fees, costs, and other remedies recoverable under the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*, based on the facts and theories alleged in Plaintiff’s PAGA Notice dated March 4, 2025, or in the Complaint filed in the Action, or which reasonably could have been alleged based on the facts and theories alleged in the Complaint filed in the Action, during the PAGA Period, including, but not limited to, violations of Labor Code §§ 201-204, 218, 226, 226.7, 510, 558, 1194, 1194.2, 2802, and any other Labor Code provisions relating to: failure to pay minimum wages; failure to pay overtime; failure to pay overtime premiums at the proper rate; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal and rest period premiums and/or penalties; failure to timely pay all wages during employment; failure to timely pay wages owed upon separation from employment; failure to reimburse necessary expenses; failure to provide accurate and itemized wage statements; and failure to maintain timekeeping and payroll records (the “Released PAGA Claims”).
- 5.2. **Plaintiff’s Separate General Release.** If the Settlement is approved, Plaintiff shall execute a separate settlement agreement with a general release that includes a release of claims pursuant to California Civil Code section 1542, for which she will receive a payment of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00). The payment to Plaintiff for settlement of her individual claims and shall be allocated and paid in two checks as follows: (1) 20% (\$2,000.00) as payment for alleged unpaid wages less standard

withholdings for which an IRS Form W2 shall issue, and (2) 80% (\$8,000.00) as alleged unpaid interest, statutory penalties, and other non-wage remedies for which an IRS Forms 1099 shall issue.

6. MOTION OF 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, subdivision (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 PAGA Member 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 PAGA Members 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 section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd.(1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(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 PAGA Members 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 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.
- 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 to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 section 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.

- 8.1. **PAGA Member Size.** Based on a review of its records in advance of mediation, Soliant Health estimated there were approximately 1676 PAGA Members who worked 43,435 Pay Periods during the PAGA Period.
- 8.2. **Escalator Clause.** In the event the total number of pay periods worked by PAGA Members during the PAGA Period exceeds 43,435 by more than 10% (*i.e.*, if the actual workweeks are greater than 47,778), then the Gross Settlement Amount shall be increased by a percentage equal to the number of additional pay periods worked divided by 47,778 and then divided by 2 (*i.e.*, half the relative pay period increase, in light of Labor Code § 2699(o), which provides that, “the penalty recovered pursuant to this part shall be reduced by one-half if the employees’ regular pay period is weekly rather than biweekly or semimonthly”), or Defendant can choose to end the PAGA Period as of the pay period before accrual of 47,778 pay periods without an increase to the Gross Settlement Amount, at Defendant’s sole discretion. By way of example, if the total number of pay periods in the PAGA Period is 50,167, then either the Gross Settlement Amount shall be increased by 2.5% (calculated as $2,389 \div 47,778 \div 2$), or Defendant can choose to end the PAGA Period as of the pay period before accrual of 47,778 pay periods without an increase to the Gross Settlement Amount, at Defendant’s sole discretion.

9. 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.

- 9.1. **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.

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 the Released Parties that any of the allegations in the Operative Complaint have merit or that the Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Soliant Health'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, Soliant Health reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Soliant Health's defenses. In the event the Court does not approve this Settlement, it will have no bearing on, and will not be admissible in connection with, the issue of whether the Action is manageable or Plaintiff has standing as an "aggrieved employee" under PAGA in the Action or any other action, and in any of those events. 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 and the Parties' Memorandum of Understanding 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 Soliant Health, 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, Soliant Health 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 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.** 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.
- 10.12. **Use and Return of PAGA Member Data.** Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Soliant Health or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 California Rules of Court rule. 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 PAGA Member Data received from Soliant Health unless, prior to the Administrator's payment of all Settlement Funds, Soliant Health makes a written

request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

- 10.13. **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.
- 10.14. **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.
- 10.15. **Notice.** Any Notice to be sent to the PAGA Members is to be mutually agreed upon by the Parties and presented to the Court for approval. 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 the day sent by email or messenger, addressed as follows:

To Plaintiff:

Roman Otkupman
Nidah Farishta
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Phone: (818) 293 - 5623
Fax: (888) 850 -1310
Email: Roman@olfa.com
Nidah@olfla.com

To Soliant Health:

Sean Bothamley
Veena Bhatia
Jackson Lewis P.C.
160 W Santa Clara St., Suite 400
San Jose, CA 95113
Email: Sean.Bothamley@jacksonlewis.com
Veena.Bhatia@jacksonlewis.com

- 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 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement as of the dates set forth below:

Dated: 02 / 11 / 2026

PLAINTIFF DESIREE SAENZ



Desiree Saenz

Dated: 02/12/2026

DEFENDANT SOLIANT HEALTH, LLC



By: Reed Norris (Feb 12, 2026 14:30:22 EST)

Reed Norris, Counsel

APPROVED AS TO FORM:

Dated: 02 / 11 / 2026

OTKUPMAN LAW FIRM, A LAW CORPORATION



Roman Otkupman

Nidah Farishta

Attorneys for Plaintiff Desiree Saenz, on behalf of herself and the State of California

Dated: 02/11/2026

JACKSON LEWIS P.C.



Sean Bothamley

Veena Bhatia

Attorneys for Defendant Soliant Health, LLC