

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Tanae Johnson (“Plaintiff”), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, on the one hand; and Defendant 24 Hour Home Care LLC (“24 Hour” or “Defendant”), on the other hand. Plaintiff and 24 Hour are collectively referred to herein as the “Parties.”

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement and entering judgment thereon (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the complaint Plaintiff will file by March 31, 2023 in Superior Court alleging claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Defendant’s alleged failure to reimburse work-related expenses, including claims for PAGA civil penalties for violations of Labor Code §§ 2802, 2804, and 1198.

2. “Aggrieved Employees” mean all current and former hourly-paid or non-exempt caregivers who worked for 24 Hour in the State of California during the PAGA Period, i.e., from August 29, 2021 through February 23, 2023.

3. “Complaint” means the failure to reimburse work-related expenses claim and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated August 29, 2022 (“LWDA Letter”) and the complaint Plaintiff will file in Ventura Superior Court by March 31, 2023 in this Action.

4. “Court” or “Ventura County Superior Court” means the Superior Court of California for the County of Ventura.

5. “Defense Counsel” or “Counsel for Defendant” is: Robert E. King, Esq. of Legally Nanny®, 37 Trailwood, Irvine, California 92620 and Joel Van Parys, Esq. of CDF Labor Law LLP, 900 University Avenue, Suite 200, Sacramento, California 95825.

6. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the Net Settlement Amount as provided in Section III.3 herein.

7. “Employee Payments” refers to the individual PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

8. “Gross Settlement Amount” is the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), which represents the total amount payable under this Settlement Agreement by Defendant (subject to the Escalator Provision, Section III.13 below), and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$500,000.00) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed \$30,000.00) to Plaintiff’s Counsel, a service payment to Plaintiff in an amount up to \$7,500, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$45,000.00).

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Plaintiff’s Counsel” means Tuvia Korobkin, Esq., W. Zev Abramson, Esq., and Rijenea Appling, Esq. of Abramson Labor Group, 11846 Ventura Blvd., Suite 100, Studio City, CA 91604.

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; (c) service payment to Plaintiff; and (d) Settlement Administration Costs to Settlement Administrator.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

14. “PAGA Period” means the time period from August 29, 2021 through February 23, 2023.

15. “PAGA Released Claims” means any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, predicated on Defendant’s alleged failure to reimburse work-related expenses, including claims for PAGA civil penalties for violations of Labor Code §§ 2802, 2804, and 1198.

16. “Released Parties” means 24 Hour and its past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$45,000.00 (“Settlement Administration Costs”).

II. RECITALS

1. On August 29, 2022, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 516, 558, 1174, 1194, 1198, 1454, 2802, and 2804, and California Industrial Commission Wage Order 15 for failing to indemnify/reimburse business expenses, failing to pay all overtime compensation, failing to provide meal periods, failing to authorize and permit rest periods, failing to issue accurate itemized wage statements, and failing to pay all wages at termination.

2. Defendant subsequently provided Plaintiff with evidence that Plaintiff worked for 24 Hour only as a personal attendant pursuant to Wage Order 15 and that Plaintiff worked exclusively in 24 Hour's Disabilities Services division providing services to regional center clients.

3. In light of this evidence, Plaintiff decided not to proceed with PAGA claims predicated on her claims for failing to pay all overtime compensation, failing to provide meal periods, failing to authorize and permit rest periods, failing to issue accurate itemized wage statements, and failing to pay all wages at termination, and to proceed only with PAGA claims predicated on her claim for failure to indemnify/reimburse business expenses.

4. By March 31, 2023, Plaintiff will file a complaint in the Superior Court of California, County of Ventura, entitled Tanae Johnson, on behalf of herself, the State of California and all other aggrieved employees, v. 24 Hour Home Care LLC and Does 1 to 50, Defendants, for civil penalties under PAGA predicated on alleged failure to indemnify/reimburse business expenses. Defendant denies Plaintiff's allegations and claims and will not be required to file a responsive pleading.

5. On January 24, 2023, the Parties participated in a day-long mediation with mediator Jeffrey Ross. In preparation for the mediation, Plaintiff's counsel requested and Defendant's counsel provided sample time and payroll data for the purported aggrieved employees, and other relevant policy and employment documents. With Mr. Ross's assistance, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement

may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** 24 Hour shall pay \$1,500,000.00 as the Gross Settlement Amount (subject to the Escalator Provision, Section III.13 below). 24 Hour shall pay the Gross Settlement Amount as follows: eight hundred fifty thousand dollars (\$850,000.00) within 10 days after Court approval, or March 25, 2023, whichever is later; three hundred twenty-five thousand dollars (\$325,000.00) by August 31, 2023; and three hundred twenty-five thousand dollars (\$325,000.00) by January 24, 2024. 24 Hour shall make payments to the Settlement Administrator and the Settlement Administrator shall hold payments in escrow pending approval of the settlement and disbursement.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for 24 Hour during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to one-third of the Gross Settlement Amount (currently estimated to be \$500,000.00) ("Attorneys' Fees") and litigation costs and expenses in the amount up to \$30,000.00 incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. In the event the Court approves payment(s) of lesser amounts for Attorneys' Fees and/or for Litigation Costs to Plaintiff's Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Service Award.** Defendant shall not oppose a service payment to Plaintiff in an amount up to \$7,500, subject to approval by the Court (the "Service Award"). In the event the Court approves a payment of less than \$7,500.00 as a Service Award to Plaintiff, the difference will be a part of the Net Settlement Amount. The Service Award will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to \$45,000.00 to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$45,000.00 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **PAGA Released Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.15 herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges, and duties under the Settlement Agreement, that the Settlement Agreement is a negotiated agreement, and that she enters into this Settlement Agreement freely, voluntarily, deliberately and in an informed manner. Plaintiff further acknowledges that the Settlement Agreement provides consideration of value to her and that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Nothing shall prevent Plaintiff's Counsel, after the settlement has been filed with the Court, from including a description of the settlement on their website, or from referring to this settlement in a declaration establishing their qualifications in future cases.

This Settlement Agreement does not waive a Party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual assault or sexual harassment on the part of the other Party to the Settlement Agreement, or on the part of the agents or employees of the other Party, when the Party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Additionally, notwithstanding anything in this Settlement Agreement to the contrary, this Settlement Agreement does not prevent the disclosure of factual information related to a claim filed in a civil action, or a complaint filed in an administrative action, regarding any act of sexual assault; sexual harassment; workplace harassment; any type of discrimination; or other conduct that Plaintiff has reasonable cause to believe is unlawful; failure to prevent an act of workplace assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful; or retaliation against a person for reporting assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful. Finally, notwithstanding anything in this Settlement Agreement to the contrary, nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the

workplace, such as assault, harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

10. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.**

Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the Settlement and providing Defendant's Counsel with sufficient opportunity to propose revision to the Motion or Stipulation prior to filing. Plaintiff's Counsel will file the Motion or Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

11. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement. However, prior to exercising the right to terminate the Settlement Agreement, the Parties must meet and confer in good faith in order to obtain Court approval, including to cure any defects identified by the Court.

12. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment in the Action. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. If requested by Defendant, Plaintiff's Counsel will file the declaration with the Court within ten (10) business days of receipt or as otherwise ordered by the Court.

13. **Escalator Provision.** Defendant represents there is a total of approximately 186,980 pay periods worked by Aggrieved Employees through January 24, 2023. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 186,980 by more than 10%, the Gross Settlement Amount shall increase by the same percentage above 10% by which the actual number of pay periods exceeds 186,980. For example, if the actual number of pay periods worked by Aggrieved Employees during the PAGA Period is 12% greater than 186,980, then the Gross Settlement Amount will increase by 2%. If the Gross Settlement Amount increases by operation of this Escalator Provision, the increase to the Gross Settlement Amount shall be paid in 3 equal amounts with each installment payment. For

example, if the Gross Settlement Amount increases by \$6,000 by operation of this Escalator Provision, then each installment will increase by \$2,000.

14. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to “opt out” of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and upon receipt of the payment will release the PAGA Released Claims as described in detail below.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

2. **Notice to Aggrieved Employees.**

a. No later than ten (10) Court days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the “Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for 24 Hour in California during the PAGA Period, and Social Security number, to the extent available from 24 Hour’s records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders. 24 Hour will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of the final installment payment of the Gross Settlement Amount from Defendant, the Settlement Administrator will (i) calculate each Aggrieved Employee’s payment, (ii) send its payment calculations to Plaintiff’s Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service’s National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

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3. **Deposit and Distribution of Gross Settlement Amount.**

a. Defendant shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, the Service Award, the Settlement Administration Costs, the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) calendar days after the Gross Settlement Amount is fully funded. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. **MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by 24 Hour. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under 24 Hour's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any 24 Hour benefit plan, policy, or bonus program. 24 Hour retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement

to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Ventura. The prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of 24 Hour and to bind 24 Hour to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

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8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

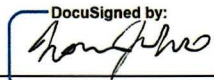
14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to

reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Jeffrey Ross and/or the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 3/10/2023

By: 
Tanae Johnson DocuSigned by: 73131CBFCC054F3...

DEFENDANT:

Dated: 3/10/23

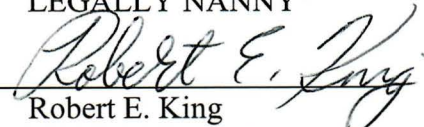
By: Jacqueline Davis
24 Hour Home Care

APPROVED AS TO FORM:

Dated: March 13, 2023

ABRAMSON LABOR GROUP
By: 
Tuvia Korobkin
Attorneys for Plaintiff

Dated: 3/14/23

LEGALLY NANNY®
By: 
Robert E. King
Attorneys for Defendant

Dated: March 14, 2023

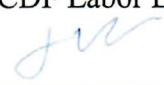
CDF Labor Law
By: 
Joel Van Parys
Attorneys for Defendant

EXHIBIT A

Re: Payment from Tanae Johnson v. 24 Hour Home Care, LLC, Case No. [REDACTED]

Date: [REDACTED] / [REDACTED] / [REDACTED]

SIMID
NAME
ADDRESS

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Tanae Johnson v. 24 Hour Home Care, LLC*, (the "Action").

The Action against 24 Hour Home Care, LLC ("24HR") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Tanae Johnson ("Plaintiff"), a former employee of 24HR, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that 24HR owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of 24HR who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, 24HR does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by 24HR, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in the Action, including claims for civil penalties under the PAGA based on 24HR's alleged violations of Labor Code sections 2802, 2804, and 1198, during the time period of August 29, 2021 through February 23, 2023 (the "PAGA Period").

If you have any questions, you can contact Phoenix Class Action Administrators, the Settlement Administrator, at 1-

[REDACTED]

Questions? Call toll-free () - -