

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 **GAINES & GAINES, APLC**
4 4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
5 Facsimile: (818) 703-8984

6 Attorneys for Plaintiff Kali Campbell, on behalf of herself and all “aggrieved employees” pursuant
to Labor Code § 2698 *et seq.*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF STANISLAUS**
9

10 KALI CAMPBELL, on behalf of herself and
all “aggrieved employees” pursuant to Labor
11 Code § 2698 *et seq.*,

12 Plaintiff,

13 v.

14 LAGAN, INC., a California corporation, and
DOES 1 through 10, inclusive,

15 Defendants.
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CASE NO: CV-22-005981

Assigned to the Hon. Stacey Speiller, Dept. 2

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: December 8, 2022

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiff Kali Campbell
4 (“Plaintiff”) in this matter. The matters set forth herein are of my own personal knowledge, and if
5 sworn as a witness, I could and would testify competently thereto.

6 2. On December 8, 2022, Plaintiff filed the instant Action seeking penalties on a
7 representative basis, on behalf of herself and all “aggrieved employees,” for Defendant Lagan, Inc.’s
8 (“Defendant”) violations of the California Labor Code’s Private Attorneys General Act of 2004
9 (“PAGA”), codified at § 2698, *et seq.*, by failing to pay all wages due, failing to provide meal and
10 rest periods, or compensation in lieu thereof, failing to issue complete and accurate wage statements,
11 and failing to timely pay all wages due at separation of employment. The alleged violations occurred
12 when Plaintiff worked for Defendant in Stanislaus County, California.

13 3. Following conversations with Defendant’s counsel, my office has ascertained that
14 Plaintiff’s claims are quite individual. Furthermore, liability is disputed, and Defendant is having
15 financial hardship. This determination is based on information provided by Defendant’s counsel
16 through discussions in this matter.

17 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and the
18 PAGA representative claims will be dismissed without prejudice, as set forth in the concurrently-filed
19 request for dismissal. The Parties entered into a General Release and Settlement Agreement (the
20 “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as
21 **Exhibit A.**

22 5. The settlement does not contemplate the waiver of any claims by anyone other than
23 Plaintiff and does not provide for the waiver of PAGA representative claims asserted on behalf of any
24 employee or the State, such that there is no allocation of civil penalties in the Settlement.

25 6. Plaintiff, therefore, requests that the Court enter a dismissal of this action ***with***
26 ***prejudice*** as to Plaintiff’s individual claims and ***without prejudice*** as to the PAGA representative
27 claims, pursuant to the request submitted concurrently herewith.
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7. Concurrent with the filing of this declaration and the request for dismissal, Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on October 23, 2024, at Westlake Village, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the “Agreement”) is made by and between Kali Romero (formerly Kali Campbell) (“Plaintiff”), on one hand, and Lagan, Inc. dba East Modesto Grocery Outlet (“Defendant”), on the other hand. Plaintiff and Defendant are referred to collectively as the “Parties.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff’s employment and termination of said employment with Defendant.

WHEREAS, on or about December 28, 2022, Plaintiff filed a California Private Attorneys General Act (“PAGA”) Complaint against Defendant in California Superior Court, County of Stanislaus, Case No. CV-22-005981, entitled *Kali Campbell v. Lagan, Inc.*, alleging a single PAGA cause of action for penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 221, 226(a), 226.7, 510, 512, and 1194 and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 225.5, 226.3, and 558 (the “Complaint”).

WHEREAS, on or about July 17, 2023, Plaintiff filed a Demand for Arbitration with JAMS, Case No. 5130000489, entitled *Kali Campbell v. Lagan, Inc.* alleging (1) failure to pay all wages due (Labor Code §§ 221, 510, and 1194; IWC Wage Order 4-2001), (2) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 510, 512, and 1194; IWC Wage Order 4-2001), (3) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7; IWC Wage Order 4-2001), (4) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code § 226(a), (e)), (5) failure to pay wages due at separation of employment (Labor Code §§ 201-203), (6) penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 221, 226(a), 226.7, 510, 512, and 1194, and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 225.5, 226.3, and 558, and (7) violation of business and professions code § 17200 (the “Demand”) (the Complaint and the Demand are referred to collectively as the “Actions”).

WHEREAS, Defendant denies and disputes any and all of Plaintiff’s claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing;

WHEREAS, Plaintiff has agreed to dismiss her PAGA claim and agrees that this Agreement is contingent upon the dismissal of the PAGA claim; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff’s employment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below, so long as Defendant has been provided with executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) in full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "Kali Romero" in the amount of \$2,000.00, less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "Kali Romero," in the amount of \$5,500.00, which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC," in the amount of \$7,500.00, which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to Gaines & Gaines, APLC, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff

and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

3. Plaintiff's Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, Plaintiff hereby irrevocably and unconditionally releases, acquits and forever discharges Defendant, all its subsidiaries, parents, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Actions, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Actions). This section explicitly excludes any and all worker's compensation claims.

Plaintiff agrees not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. Plaintiff hereby states that it is her intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Effective Date. The Effective Date of this Agreement is the date Plaintiff executes the Agreement.

7. Dismissal of Actions. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Actions against Defendant. The PAGA claims alleged in the Actions shall be dismissed without prejudice, and Plaintiff's individual claims alleged in the Actions shall be dismissed with prejudice. Plaintiff's counsel also represents that they have no present intention to pursue a separate PAGA action against Defendant.

Regarding the Actions, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide notice of any and all dismissals to Defendant. Within three (3) court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court and arbitrator, a Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, and Plaintiff will file with the court and arbitrator, a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to all PAGA claims, thereby disposing of the Actions in their entirety. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court and arbitrator. Plaintiff shall upload a copy of this Agreement to the LWDA and submit a copy to the Court in connection of the dismissal of the Complaint.

Except for the Actions and related notice to the Labor and Workforce Development Agency, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. Plaintiff and any other person or entity acting on Plaintiff's behalf agrees and promises that he or she will not undertake any harassing or disparaging conduct directed at Defendant or Releasees, and that he or she will refrain from making any negative, detracting, derogatory, and unfavorable statements about the Defendant. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court. This Section is also not intended to prevent Plaintiff from exercising any other rights protected by law, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law.

11. Confidentiality of Agreement. Plaintiff agrees to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, the LWDA, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should Plaintiff be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, Plaintiff shall provide Defendant with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, Defendant allow disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of Plaintiff's confidentiality obligations pursuant to this Agreement, unless Defendant expressly waive this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action.

Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

14. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff warrants that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff further represents and warrants that she is aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

15. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

16. Voluntary Assistance. Plaintiff agrees that she will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

17. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that he now knows of or believes to be true when he expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

18. No Assignment of Claims. Plaintiff expressly warrants that she has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during her employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

20. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

21. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

22. Attorneys' Fees. The Court and the Arbitrator shall retain jurisdiction to enforce this Agreement. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6.

23. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of Stanislaus.

24. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

25. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

26. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 10 / 01 / 2024



Plaintiff KALI CAMPBELL

Dated: _____

Defendant LAGAN, INC. DBA EAST MODESTO
GROCERY OUTLET
Name:
Title:

26. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: _____

Plaintiff KALI CAMPBELL

Dated: 10/1/2024



Defendant LAGAN, INC. DBA EAST MODESTO
GROCERY OUTLET
Name: J. Lagan
Title: President

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_____ (For messenger) my business address is:

Chris Alvarez, Esq.
calvarez@fisherphillips.com
Alden Parker, Esq.
aparker@fisherphillips.com
Corina Johnson, Esq.
cjohnson@fisherphillips.com
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, CA 95814
CC: Vicki Rathke
vrathke@fisherphillips.com
Alicia Malerbi
amalerbi@fisherphillips.com
Nancy Galeno
ngaleno@fisherphillips.com

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2024, at Westlake Village, California.

Amelia Booth
AMELIA BOOTH