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Priscilla Cano

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

PRISCILLA CANO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

VIA CARE COMMUNITY HEALTH
CENTER, a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 22STCV33258

[Hon. Elihu M. Berle]

PAGA SETTLEMENT AGREEMENT

Complaint filed: October 11, 2022
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Priscilla Cano (“Plaintiff”) and defendant Via Care Community Health Center (“Via Care Community Health”). The Agreement refers to Plaintiff and Via Care Community Health collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Via Care Community Health captioned *Cano v. Via Care Community Health Center* initiated on October 11, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means [e.g., a person employed by Via Care Community Health in California and classified as a non-exempt employee who worked for Via Care Community Health during the PAGA Period].
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Via Care Community Health’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.

- 1.8. “Defense Counsel” means Tyson & Mendes.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$242,500.00 which is the total amount Via Care Community 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.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, 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 Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.17. “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.

- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Via Care Community Health for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from October 11, 2021 to August 24, 2023.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's PAGA letter to Via Care Community Health and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$34,166.66) and the 75% to LWDA (\$102,500) in settlement of PAGA claims.
- 1.23. "Plaintiff" means Priscilla Cano, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Via Care Community Health and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Via Care Community Health" means named Defendant Via Care Community Health Center.

2. **RECITALS.**

- 2.1. On October 11, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Via Care Community Health for unpaid wages, missed meal and rest breaks, unreimbursed business expenses, etc. On December 20, 2022, Plaintiff filed a First Amended Complaint alleging causes of action against Via Care Community Health for civil penalties under PAGA. The First Amended Complaint is the operative complaint

1 in the Action (the “Operative Complaint.”)] Via Care Community Health denies the
2 allegations in the Operative Complaint, denies any failure to comply with the laws
3 identified in the Operative Complaint and denies any and all liability for the causes of
4 action alleged.

5 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Via Care
6 Community Health and the LWDA by sending the PAGA Notice.

7 2.3. On August 24, 2023, the Parties participated in an all-day mediation presided over by
8 experienced employment law mediator Jeffrey Krivis which led to this Agreement to settle
9 the Action (describe alternative means of negotiation).

10 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sample of time and
11 payroll data, policy documents, and the number of employees and pay periods at issue.

12 2.5. Via Care Community Health denies all allegations made by Plaintiff because it provides
13 clear expressions of its lawful policies in the company Employee Handbook, including
14 expectations in the workplace regarding meal breaks, training compensation, rest breaks,
15 overtime wages, and other compensation to which each employee is entitled to under the
16 law. Via Care Community Health is a non-profit health care organization that provides
17 health care services to the underserved population of Southern California. Via Care
18 Community Health has invested in Paylocity, a cloud-based payroll and human capital
19 management software to manage its payroll processes in full compliance with state and
20 local laws, enabling full transparency for all employees. Careful documentation is available
21 to defend against Plaintiff’s claims, though her allegations of working “off the clock” are
22 testimonial in nature only. A further dispute exists regarding the necessity of
23 reimbursement for cell phone usage, use of personal vehicles, and maintenance of work
24 uniforms. While each party remains confident in its respective success, a resolution of the
25 settlement amount enables the parties to bring closure to the case within a reasonably
26 compromised amount in light of the number of employees and pay periods within the
27 PAGA period.

28 2.6. 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.

AMENDMENT TO LWDA NOTICE AND COMPLAINT

2.7. Upon execution of the Settlement, Plaintiff will file an amended PAGA letter with the LWDA and will send a copy via certified mail to Defendant to include additional factual allegations discovered during the pendency of the litigation intending that said amended PAGA allegations are encompassed by the settlement herein.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Via Care Community Health promises to pay \$242,500.00 and no more as the Gross Settlement Amount. Via Care Community Health has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Via Care Community 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 1 / 3 % of the Settlement, which is currently estimated to be \$80,833.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$17,000. Via Care Community Health will not oppose requests for these payments provided that the payments 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 of 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 Via Care Community Health harmless, and indemnifies Via Care Community 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 \$8,000 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 \$8,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$136,666.67 to be paid from the Gross Settlement Amount, with 75% (\$102,500) allocated to the LWDA PAGA Payment and 25% (\$ 34,166.66) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$ 34,166.66 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1
2 **4. SETTLEMENT FUNDING AND PAYMENTS.**

3 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Via Care
4 Community Health estimates there are 253 Aggrieved Employees who worked a total
5 6,325 of PAGA Pay Periods.

6 4.2. Aggrieved Employee Data. Within 14 days of approval of the Settlement, Via Care
7 Community Health will simultaneously deliver the Aggrieved Employee Data to the
8 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
9 Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data
10 in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and
11 for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator
12 employees who need access to the Aggrieved Employee Data to effect and perform under
13 this Agreement. Via Care Community Health has a continuing duty to immediately notify
14 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
15 identifying information and to provide corrected or updated Aggrieved Employee Data as
16 soon as reasonably feasible. Without any extension of the deadline by which Via Care
17 Community Health must send the Aggrieved Employee Data to the Administrator, the
18 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
19 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

20 4.3. Funding of Gross Settlement Amount. Via Care Community Health shall fully fund the
21 Gross Settlement Amount by transmitting the funds to the Administrator no later than 14
22 days after the Effective Date.

23 4.4. Payments from the Gross Settlement Amount. Within 14 days after Via Care Community
24 Health funds the Gross Settlement Amount, the Administrator will mail checks for all
25 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
26 Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses
27 Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel
28 Litigation Expenses Payment shall not precede disbursement of Individual PAGA

1 Payments.

2 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
3 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
4 face of each check shall prominently state the date (not less than 180 days after the
5 date of mailing) when the check will be voided. The Administrator will cancel all
6 checks not cashed by the void date. Before mailing any checks, the Settlement
7 Administrator must update the recipients' mailing addresses using the National
8 Change of Address Database.

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

18 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
19 and cancelled after the void date, the Administrator shall transmit the funds
20 represented by such checks [to the California Controller's Unclaimed Property
21 Fund in the name of the Aggrieved Employee.

22 4.4.4. The payment of Individual PAGA Payments shall not obligate Via Care
23 Community Health to confer any additional benefits or make any additional
24 payments to the Aggrieved Employees (such as 401(k) contributions or bonuses)
25 beyond those specified in this Agreement.

26
27 **5. RELEASES OF CLAIMS.**

28 Effective on the date when Via Care Community Health fully funds the entire Gross Settlement Amount,

1 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

2 5.1. Plaintiff's Release.

3 5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present
4 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
5 administrators, successors, and assigns generally, release and discharge Released
6 Parties from all claims, transactions, or occurrences [that occurred during the
7 PAGA Period], including, but not limited to: (a) all claims that were, or reasonably
8 could have been, alleged, based on the facts contained in the Operative Complaint
9 and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to
10 any claims or actions to enforce this Agreement, or to any claims for vested
11 benefits, unemployment benefits, disability benefits, social security benefits,
12 workers' compensation benefits that arose at any time, or based on occurrences
13 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts
14 or law different from, or in addition to, the facts or law that Plaintiff now knows or
15 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
16 remain effective in all respects, notwithstanding such different or additional facts or
17 Plaintiff's discovery of them.

18 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
19 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
20 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
21 reads:

22 **A general release does not extend to claims that the creditor or**
23 **releasing party does not know or suspect to exist in his or her favor**
24 **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.

25 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
28 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based

on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and amended PAGA notice.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

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

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

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 75 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order granting approval to the Administrator.

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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets

the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Via Care Community Health estimates that, as of the date of this Settlement Agreement, (1) there are 253 Aggrieved Employees who worked 6,325 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
4 this Agreement is intended or should be construed as an admission by Via Care
5 Community Health that any of the allegations in the Operative Complaint have merit or
6 that Via Care Community Health has any liability for any claims asserted; nor should it be
7 intended or construed as an admission by Plaintiff that Via Care Community Health
8 defenses in the Action have merit. The Parties agree that representative treatment is for
9 purposes of this Settlement only. If, for any reason the Court does not approve this
10 Settlement, Via Care Community Health reserves all available defenses to the claims in the
11 Action, and Plaintiff reserves the right to contest Via Care Community Health defenses.
12 The Settlement, this Agreement and Parties' willingness to settle the Action will have no
13 bearing on, and will not be admissible in connection with, any litigation (except for
14 proceedings to enforce or effectuate the Settlement and this Agreement).

15 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties,
18 covenants, or inducements made to or by any Party.

19 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Via Care Community Health,
21 respectively, to take all appropriate action required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents
23 reasonably required to effectuate the terms of this Agreement including any amendments
24 to this Agreement.

25 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying
27 the Settlement Agreement, submitting supplemental evidence and supplementing points
28 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, Via Care Community 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 and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

10.11. Confidentiality. 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 Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Via Care Community Health 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Via Care Community Health unless, prior to the Administrator's payment of all Settlement Funds, Via Care Community Health makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee 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. 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:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Via Care Community Health:

Michael E. Lehman
TYSON MENDES
5200 N. Palm Ave., Ste:311

Fresno, CA 93704
Main: (559)500-2294
Direct: (559)494-4340
mllehman@tysonmendes.com

Attorneys for Defendant

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Plaintiff:

Dated: 10/10/2023

By: _____

Priscilla Cano

DocuSigned by:

Priscilla Cano

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Plaintiff's Counsel:

Dated: 10/10/2023

MOON LAW GROUP, PC

By: _____

Kane Moon
Enzo Nabiev
Attorneys for Plaintiff

1
2
3 **Defendant:**

4 Dated: 10-13-2023

Via Care Community Health Center

5
6 By:

Deborah Villar

Print Name

7
8 Signature

President & CEO

9
10 Title

11
12 **Defendant's Counsel:**

13 Dated: 10-13-2023

TYSON & MENDES

14
15 By:

Michael Lehman

16
17 Attorneys for Defendant

Via Care Community Health Center