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on behalf of themselves and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CLARISSA LOPEZ, on behalf of herself and
all others similarly situated and aggrieved,

Plaintiff,

v.

GERI CARE V, LLC dba Wellsprings Post
Acute Center, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 22STCV35077

[Assigned to the Hon. William F.
Highberger in Dept. 10]

PAGA SETTLEMENT AGREEMENT

Action Filed: November 3, 2022

Trial Date: None set

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12 WELLSPRINGS POST ACUTE CENTER,

13 UNIFIED CARE SERVICES, LLC, and

14 EMMANUEL BELTRAN DAVID

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1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiffs Clarissa Lopez, Irene Gil, and Reyes Salgado
3 Hernandez (collectively, “Plaintiffs”), on behalf of themselves, the State of California, and the
4 Aggrieved Employees, on the one hand; and Defendants Geri Care V, LLC dba Wellsprings Post
5 Acute Center (“Employer”), Unified Care Services, LLC, and Emmanuel Beltran David
6 (collectively, “Defendants”) on the other hand. The Agreement refers to Plaintiffs and
7 Defendants collectively as “Parties,” or individually as “Party.”

8 **1. DEFINITIONS**

9 **1.1. “Actions”** means Plaintiffs’ three lawsuits alleging wage and hour violations
10 against Defendants under PAGA, captioned as follows: (1) *Lopez v. Geri Care V, LLC*, Case No.
11 22STCV35077 initiated on November 3, 2022 in the Superior Court of the State of California,
12 County of Los Angeles (individually, “*Lopez Action*”); (2) *Hernandez v. Geri Care V, LLC et*
13 *al.*, Case No. 21TRCV00537, initiated on July 23, 2021 in the Superior Court of the State of
14 California, County of Los Angeles (individually, “*Hernandez Action*”); and (3) *Gil v. Geri Care*
15 *V, LLC*, Case No. 22STCV33928, initiated on October 19, 2022 in the Superior Court of the State
16 of California, County of Los Angeles (individually, “*Gil Action*”).

17 **1.2. “Administrator”** means ILYM Group, Inc. (“ILYM”), the neutral entity the
18 Parties have agreed to appoint to administer the Settlement.

19 **1.3. “Administration Expenses Payment”** means the amount the Administrator will
20 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
21 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
22 with approval of this Settlement.

23 **1.4. “Aggrieved Employee”** means all current and former non-exempt employees
24 who worked at least one day in a pay period for Employer, either directly or through any
25 subsidiary, staffing agency, or professional employer organization in California during the
26 PAGA Period.

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1 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
2 information in Employer’s possession including the Aggrieved Employee’s name, last-known
3 mailing address, and Social Security number.

4 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
5 investigation and search for current Aggrieved Employees’ mailing addresses using all
6 reasonably available sources, methods and means, including, but not limited to, the National
7 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
8 Employees.

9 **1.7. “Court”** means the Superior Court of California, County of Los Angeles.

10 **1.8. “Defense Counsel”** means James A. Bowles, Richard S. Zuniga, and Elissa L.
11 Gysi of Hill, Farrer & Burrill LLP.

12 **1.9. “Effective Date”** means the latter of: (a) the Court’s final approval of the
13 Settlement; or (b) the final resolution of any appeal that has been filed.

14 **1.10. “Gross Settlement Amount”** means Seven Hundred Eleven Thousand and Eight
15 Hundred Thirty Thousand Dollars (\$711,830.00), which is the total amount Defendants agree to
16 pay under the settlement except as provided in Paragraph 8.1 below. The Gross Settlement
17 Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA
18 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative
19 Service Payments, and the Administrator’s Expenses Payment.

20 **1.11. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
21 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
22 Employee worked during the PAGA Period.

23 **1.12. “Judgment”** means the judgment entered by the Court based upon the Final
24 Approval.

25 **1.13. “LWDA”** means the California Labor and Workforce Development Agency, the
26 agency entitled, under Labor Code section 2699, subd. (i).

27 **1.14. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
28 LWDA under Labor Code section 2699, subd. (i).

1 **1.15. “Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: Service Payments, PAGA Counsel
3 Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses
4 Payment.

5 **1.16. “PAGA Counsel”** means, David D. Bibiyan and Vedang J. Patel of Bibiyan Law
6 Group, P.C., as well as Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan
7 of Lawyers for Justice, PC. The term “PAGA Counsel” shall be used synonymously with the
8 term “Plaintiff’s Counsel.”

9 **1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
10 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
11 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

12 **1.18. “PAGA Pay Period”** means any Pay Period during which an Aggrieved
13 Employee worked for Employer for at least one day during the PAGA Period.

14 **1.19. “PAGA Period”** means the period from May 19, 2020 through June 14, 2023.

15 **1.20. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

16 **1.21. “PAGA Notices”** means each of Plaintiffs’ letters to Defendants and the LWDA
17 providing notice pursuant to Labor Code section 2699.3, subd. (a).

18 **1.22. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
19 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
20 LWDA in settlement of PAGA claims.

21 **1.23. “PAGA Representative”** means each of the named Plaintiffs in the operative
22 complaints in the Actions seeking Court approval to serve as a PAGA Representatives.

23 **1.24. “PAGA Representative Service Payments” or “Service Payments”** means the
24 payment to the PAGA Representatives for initiating the Actions and providing services in support
25 of the Actions.

26 **1.25. “Plaintiffs”** means Clarissa Lopez, Irene Gil, and Reyes Salgado Hernandez, the
27 named plaintiffs in the Actions.

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1 **1.26. “Approval Order”** means the proposed Court Order Granting Approval of
2 PAGA Settlement.

3 **1.27. “Released PAGA Claims”** means the claims being released by the Plaintiffs, the
4 State of California and PAGA Counsel and as described in Paragraph (5) below.

5 **1.28. “Released Parties”** means the Defendants, and each of their former, present, and
6 future owners, parents, subsidiaries, affiliated companies, and all of their current, former, and
7 future officers, directors, members, managers, employees, consultants, partners, shareholders,
8 joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

9 **1.29. “Defendants”** means collectively, the named defendants, Geri Care V, LLC dba
10 Wellsprings Post Acute Center, Unified Care Services, LLC, and Emmanuel Beltran David.

11 2. **RECITALS**

12 **2.1.1.** Each Plaintiff filed a notice with the LWDA: (1) On November 3, 2022, Plaintiff
13 Lopez filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3
14 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of
15 Aggrieved Employees for alleged Labor Code violations; (2) On May 19, 2021, Plaintiff
16 Hernandez filed with the LWDA and served on Defendants a notice under Labor Code section
17 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on
18 behalf of Aggrieved Employees for alleged Labor Code violations; (3) On April 22, 2022,
19 Plaintiff Gil filed with the LWDA and served on Defendants a notice under Labor Code section
20 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on
21 behalf of Aggrieved Employees for alleged Labor Code violations. Collectively, all three PAGA
22 notices are referred to as “PAGA Notices.”

23 **2.2.** On November 3, 2022, Plaintiff Lopez commenced the *Lopez* Action by filing a
24 Complaint alleging causes of action against Defendants for failure to pay overtime wages, failure
25 to pay minimum wages, failure to provide meal periods, failure to provide rest periods, wage
26 statement violations, waiting time penalties, failure to pay the vacation time owed upon
27 separation, failure to indemnify, unfair competition, and penalties per Labor Code sections 210,
28 226.3, 558, 1174.5, 1197.1 and 2699. On March 22, 2023, Plaintiff Lopez commenced a separate

1 PAGA Action by filing a Complaint alleging claims under PAGA in the California Superior
2 Court for the County of Los Angeles, with case number 23STCV06372 (the “*Lopez PAGA*
3 *Action*”).

4 **2.3.** On July 6, 2023, the Court consolidated the *Lopez PAGA* Action with the *Lopez*
5 *Action*.

6 **2.4.** On July 12, 2023, the Court in the *Lopez Action* dismissed Plaintiff Lopez’s class
7 claims without prejudice, and stayed Lopez’s representative PAGA claims pending completion
8 of arbitration proceedings.

9 **2.5.** On October 3, 2023, the Parties participated in an all-day mediation on a PAGA-
10 only basis presided over by Katherine J. Edwards, Esquire, which lead to the present settlement
11 of the Actions. The Parties hereby stipulate to the filing of a First Amended Complaint in the
12 *Lopez Action* to include plaintiffs Irene Gil and Reyes Salgado Hernandez as named plaintiffs,
13 as well as all allegations asserted in the *Hernandez Action* and *Gil Action*. The First Amended
14 Complaint in the *Lopez Action* shall be the “Operative Complaint.”

15 **2.6.** Prior to mediation, Defendants agreed to informally produce the following: (1)
16 time and payroll records for approximately 740 Aggrieved Employees; (2) hire dates, termination
17 dates (if applicable) for the approximately 740 non-exempt, hourly paid employees to work for
18 Geri Care V, LLC during the PAGA Period in California; (3) employee handbooks and applicable
19 policies in effect during the PAGA Period; and (4) all documents related to Plaintiffs’
20 employment with Defendants.

21 **2.7.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
22 aware of any other pending matter or action asserting claims that will be extinguished or affected
23 by the Settlement.

24 **3. MONETARY TERMS**

25 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
26 below, Defendants promise to pay \$711,830.00 and no more as the Gross Settlement Amount.
27 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
28 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

1 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
2 payment. None of the Gross Settlement Amount will revert to Defendants.

3 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
4 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
5 by the Court in the Final Approval:

6 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
7 35% which is currently estimated to be \$249,140.50 and PAGA Counsel
8 Litigation Expenses Payment of not more than \$25,000.00. Defendants
9 will not oppose requests for Court approval of these payments provided
10 that they do not exceed these amounts unless, in the event of a material
11 breach of this Agreement by Defendants, Plaintiffs are required to move
12 the Court for enforcement of this Agreement. Plaintiffs and/or PAGA
13 Counsel will file an application or motion for PAGA Counsel Fees
14 Payment and PAGA Litigation Expenses Payment. If the Court approves
15 a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
16 Expenses Payment less than the amounts requested, the Administrator will
17 allocate the remainder to the Net Settlement Amount. Released Parties
18 shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel
19 arising from any claim to any portion any PAGA Counsel Fees Payment
20 and/or PAGA Counsel Litigation Expenses Payment. The Administrator
21 will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation
22 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
23 assumes full responsibility and liability for taxes owed on the PAGA
24 Counsel Fees Payment and the PAGA Counsel Litigation Expenses
25 Payment and holds Defendants harmless, and indemnify Defendants, from
26 any dispute or controversy regarding any division or sharing of any of
27 these Payments.

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1 **3.2.2 To the Administrator:** An Administrator Expenses Payment not to
2 exceed \$5,750.00 except for a showing of good cause and as approved by
3 the Court. To the extent the Administration Expenses are less or the Court
4 approves payment less than \$5,750.00, the Administrator will retain the
5 remainder in the Net Settlement Amount.

6 **3.2.3 To Plaintiffs:** PAGA Representative Service Payments to each of the
7 PAGA Representatives of not more than \$7,500, which amounts to a total
8 of \$22,500.00 (in addition to any Individual PAGA Payment the PAGA
9 Representatives are entitled to receive as an Aggrieved Employee).
10 Defendants will not oppose Plaintiffs' request for a PAGA Representative
11 Service Payment that does not exceed this amount. As part of the motion
12 for PAGA Counsel Fees Payment and PAGA Litigation Expenses
13 Payment, Plaintiffs will seek Court approval for any PAGA Representative
14 Service Payments prior to the Final Approval Hearing. If the Court
15 approves a PAGA Representative Service Payments less than the amount
16 requested, the Administrator will retain the remainder in the Net
17 Settlement Amount. The Administrator will pay the PAGA Representative
18 Service Payment using IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for employee taxes owed on the PAGA
20 Representative Service Payments.

21 **3.2.4 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
22 amount of no less than \$409,439.50 to be paid from the Gross Settlement
23 Amount, with 75% (\$307,079.62) allocated to the LWDA PAGA Payment
24 and 25% (\$102,359.88) allocated to the Individual PAGA Payments.

25 **3.2.4.1** The Administrator will calculate each Individual PAGA Payment
26 by (a) dividing the amount of the Aggrieved Employees' 25% share
27 of PAGA Penalties (\$102,359.88) by the total number of PAGA
28 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.

3.2.4.2 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.

4. SETTLEMENT FUNDING PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 740 Aggrieved Employees who worked 20,957 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fourteen (14) calendar days after the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel. The Aggrieved Employee Data will include each Aggrieved Employee's: a) full name; b) last known address; and c) Social Security Number. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

1 **4.3. Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30)
3 calendar days after the Effective Date.

4 **4.4. Payments from the Gross Settlement Amount.** Within seven (7) calendar days
5 after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all
6 Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Payments
7 to Plaintiffs, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses
8 Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede
9 disbursement of Individual PAGA Payments.

10 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
11 and send them to the Aggrieved Employees via First Class U.S. Mail,
12 postage prepaid. The face of each check shall prominently state the date
13 (not less than 180 days after the date of mailing) when the check will be
14 voided. The Administrator will cancel all checks not cashed by the void
15 date. Before mailing any checks, the Settlement Administrator must update
16 the recipients' mailing addresses using the National Change of Address
17 Database.

18 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
19 for all Aggrieved Employees whose checks are returned undelivered
20 without USPS forwarding address. Within 3 days of receiving a returned
21 check, the Administrator must re-mail checks to the USPS forwarding
22 address provided or to an address ascertained through the Aggrieved
23 Employee Address Search. The Administrator need not take further steps
24 to deliver checks to Aggrieved Employees whose re-mailed checks are
25 returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Aggrieved Employee whose original check was
27 lost or misplaced, requested by the Aggrieved Employee prior to the void
28 date.

1 **4.4.3.** Participating Aggrieved Employees will receive an Individual Settlement
2 Payment. Individual Settlement Payment checks shall remain valid and
3 negotiable for one hundred and eighty (180) calendar days after the date
4 of their issuance. Thereafter, any settlement check to an Aggrieved
5 Employee that is not negotiated within one hundred eighty (180) days of
6 mailing to the Aggrieved Employee shall be cancelled, and funds
7 associated with the check shall be transmitted to the California State
8 Controller's Office, Unclaimed Property Fund.

9 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendants
10 to confer any additional benefits or make any additional payments to the
11 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
12 those specified in this Agreement.

13 **5. RELEASES OF CLAIMS**

14 Effective only upon the entry of an Order granting approval of the Settlement, entry of
15 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
16 Settlement Amount, Plaintiffs, the State of California, and all Aggrieved Employees release
17 claims against all Released Parties as follows:

18 **5.1.** Plaintiffs' Release. Upon the preceding conditions and upon the Court's approval
19 of the PAGA Representative Service Payments in any amount to each Plaintiff, each
20 corresponding Plaintiff and his/her respective former and present spouses, representatives,
21 agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns
22 generally releases and discharges Released Parties from all claims, transactions or occurrences
23 that occurred prior to the execution of this Agreement, including, but not limited to, all claims
24 that were, or reasonably could have been alleged based on the facts contained in the Operative
25 Complaint and the PAGA Notices, and all claims related to Plaintiff's employment or alleged
26 employment with Defendants ("Plaintiff's Release"). This release includes any and all claims
27 pursuant to: California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3,
28 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,

1 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5, among others. Each Plaintiff's Release does not
2 extend to any claims or actions to enforce this Agreement or to any claims for unemployment
3 benefits, disability benefits, social security benefits, or workers' compensation benefits. Each
4 Plaintiff acknowledges that he/she may discover facts or law different from, or in addition to, the
5 facts or law that each Plaintiff now knows or believes to be true but agrees, nonetheless, that each
6 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
7 additional facts or each Plaintiff's discovery of them.

8 **5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.**

9 For purposes of Plaintiff's Release, each Plaintiff expressly waives and
10 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
11 the California Civil Code, which reads:

12 A general release does not extend to claims that the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release, and that if known by him or her would have
15 materially affected his or her settlement with the debtor or Released Party.

16 **5.2. Release by the State of California and Aggrieved Employees.** The State of
17 California and all Aggrieved Employees (including Plaintiffs) are deemed to release, on behalf
18 of themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors and assigns, the Released Parties from all claims under PAGA, that
20 arose during the PAGA Period, for PAGA penalties that were alleged or reasonably could have
21 been alleged, based on the facts stated in the Operative Complaint and all three PAGA Notices,
22 including, but not limited to all claims pursuant to: California Labor Code sections 96, 98.6, 200,
23 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558,
24 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5, among others.

25 **5.3. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
26 and former attorneys, employees, agents, successors and assigns the Released Parties from all
27 claims for PAGA Fees incurred in connection with the all the Actions and the PAGA Period
28 facts stated in the Operative Complaint, all the Actions and the PAGA Notices.

1 **5.4. Dismissal of Any Other Pending Claims by Plaintiffs:** Within fourteen (14)
2 days of Court approval of this settlement, each of the Plaintiffs and/or Plaintiffs' counsel shall
3 dismiss with prejudice the claims filed by each of the Plaintiffs against Defendants in
4 arbitration (if any) and shall dismiss the *Hernandez Action* and the *Gil Action* without
5 prejudice.

6 **6. MOTION OR APPLICATION FOR APPROVAL OF**
7 **SETTLEMENT**

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

10 **6.1. Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense
11 Counsel all documents necessary for obtaining approval of this Settlement under Labor Code
12 Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
13 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for
14 administering the Settlement and attesting to its willingness to serve; competency; operative
15 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance
16 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
17 actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature
18 and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii)
19 a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA
20 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
21 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
22 section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all
23 modifications made to the Model Agreement ready for filing with the Court; and (v) all facts
24 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
25 Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not
26 aware of any other pending matter or action asserting claims that will be extinguished or
27 adversely affected by the Settlement.
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1 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
2 jointly responsible for expeditiously finalizing and filing the application or motion for approval
3 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
4 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
5 Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
7 application or motion for approval of this Settlement and/or the supporting declarations and
8 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
9 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
10 does not grant the motion for approval of this Settlement or conditions its approval on any
11 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
12 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
13 Agreement and otherwise satisfy the Court’s concerns.

14 **7. SETTLEMENT ADMINISTRATION**

15 **7.1. Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc.
16 (“ILYM”) to serve as the Administrator and verified that, as a condition of appointment, ILYM
17 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
18 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
19 represent that they have no interest or relationship, financial or otherwise, with the Administrator
20 other than a professional relationship arising out of prior experiences administering settlements.

21 **7.2. Employer Identification Number.** The Administrator shall have and use its own
22 Employer Identification Number for purposes of calculating payroll tax withholdings and
23 providing reports state and federal tax authorities.

24 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
25 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
26 Regulation section 468B-1.

27 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
28 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
2 **CLAUSE**

3 Based on its records, Defendants estimates that, as of the date of this Settlement
4 Agreement there are 740 Aggrieved Employees who worked 20,957 Pay Periods during the
5 PAGA Period.

6 **8.1 Increase in the Gross Settlement Amount.** Defendants represented that there are
7 no more than 20,338 Pay Periods worked during the PAGA Period. If the actual number of Pay
8 Periods during the PAGA Period is more than 10% greater than this number (i.e., if there are
9 more than 22,372 Pay Periods during the PAGA Period) Defendants shall increase the Gross
10 Settlement Amount in proportion to the increase in Pay Periods over the 10% threshold (e.g., if
11 the number of Pay Periods during the PAGA Period is 12% greater than 20,338 (or 2,441 Pay
12 Periods), then Defendants will increase the Gross Settlement Amount by 2%, or \$14,236.60)).

13 **9. CONTINUING JURISDICTION OF THE COURT**

14 **9.1** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction
15 over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement
16 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
17 Judgment matters as are permitted by law.

18 **10. ADDITIONAL PROVISIONS**

19 **10.1. No Admission of Liability or Representative Manageability for Other**
20 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
21 Nothing in this Agreement is intended or should be construed as an admission by Defendants
22 that any of the allegations in all the Actions or the Operative Complaint have merit or that
23 Defendants have any liability for any claims asserted; nor should it be intended or construed as
24 an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree
25 that representative treatment is for purposes of this Settlement only. If, for any reason the Court
26 does not approve this Settlement, Defendants reserve all available defenses to the claims in the
27 Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this
28 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be

1 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
2 Settlement and this Agreement).

3 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
4 Agreement shall constitute the entire agreement between the Parties relating to the Settlement,
5 superseding any and all oral representations, warranties, covenants, or inducements made to or
6 by any Party.

7 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
8 warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take
9 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
13 use their best efforts, in good faith, to implement the Settlement by, among other things,
14 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
15 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
16 the form or content of any document necessary to implement the Settlement, or on any
17 modification of the Agreement that may become necessary to implement the Settlement, the
18 Parties will seek the assistance of a mediator and/or the Court for resolution.

19 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
20 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 **10.6. No Tax Advice.** Neither Plaintiffs, PAGA Counsel, Defendants nor Defense
24 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
25 Settlement be relied upon as such within the meaning of United States Treasury Department
26 Circular 230 (31 CFR Part 10, as amended) or otherwise.

27 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
28 amended, modified, changed, or waived only by an express written instrument signed by all

Parties or their representatives, and approved by the Court.

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

10.9. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

10.12. Use 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 Defendants 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.

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 Plaintiffs:

Bibiyan Law Group, P.C.

1460 Westwood Boulevard

Los Angeles, CA 90024

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

To Defendants:

Elissa Gysi and James Bowles

Hill, Farrer & Burrill LLP

300 S. Grand Avenue, 37th Floor

Los Angeles, California 90071

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 in the Actions, and any other matter between the parties (including the arbitration matters pending between Plaintiffs and Defendants) shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:


Clarisa Lopez (Aug 6, 2024 07:35 PDT)

For Plaintiff, Clarissa Lopez

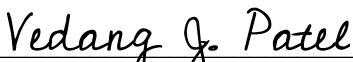
For Defendant, GERI CARE V, LLC

For Plaintiff, Irene Gil

For Defendant, Unified Care Services, LLC

For Plaintiff, Reyes Salgado Hernandez

For Defendant, Emmanuel Beltran David


David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Counsel for Defendants

Edwin Aiwazian
Vartan Madoyan
Counsel for Plaintiffs

invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

For Plaintiff, Clarissa Lopez

For Defendant, GERI CARE V, LLC

07/26/2024

Electronically Signed 2024-07-26 14:56:39 UTC - 107.77.228.197
Irene Gil
Nintex AssureSign® 624e1f3a-129c-469a-81ea-b160119c2a8

For Plaintiff, Irene Gil

For Defendant, Unified Care Services, LLC

For Plaintiff, Reyes Salgado Hernandez

For Defendant, Emmanuel Beltran David

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Counsel for Defendants

Edwin Aiwazian
Vartan Madoyan
Counsel for Plaintiffs

1 invalidity, illegality, or unenforceability shall in no way effect any other provision if
2 Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved
3 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
4 provision had never been included in this Agreement.

5 **IT IS SO AGREED:**

6
7
8 For Plaintiff, Clarissa Lopez

GEN'L COUNSEL
For Defendant, GERI CARE V, LLC

9
10
11 For Plaintiff, Irene Gil

GEN'L COUNSEL
For Defendant, Unified Care Services, LLC

12
13 07/23/2024

14
15 For Plaintiff, Reyes Salgado Hernandez

For Defendant, Emmanuel Beltran David

16
17
18 David D. Bibiyan
19 Vedang J. Patel
20 Counsel for Plaintiffs

James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Counsel for Defendants

21
22
23
24 Edwin Aiwarzian
25 Vartan Madoyan
26 Counsel for Plaintiffs

July 26, 2024