

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Paulette Drapeau (“Plaintiff”) and Defendants Medcafe Westwood LLC dba Skylight Gardens, David Clinco and Matthew Clinco (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1 DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s individual and PAGA lawsuit alleging wage and hour violations against Defendants captioned *Paulette Drapeau, et al. v. Medcafe Westwood LLC, et al.*, Case No. 23STCV02963, initiated on February 9, 2023 in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, 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 for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all former or current California hourly-paid, non-exempt employees of Defendants employed at any time from February 9, 2022 to December 28, 2023. Although whether each said employee was or is truly “aggrieved” is disputed between the Parties, the term “Aggrieved Employee” is used for simplicity in this Agreement.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ 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. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means named Defendants Medcafe Westwood LLC dba Skylight Gardens, David Clinco and Matthew Clinco.
- 1.10. “Defense Counsel” means Chandra A. Beaton and Benjamin F. Fraser of LightGabler LLP.
- 1.11. “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 when it is no longer subject to appeal, or sixty-one (61) days after Judgment is entered, as long as no notice of appeal is filed; or, if a notice of appeal is filed, the date that appeal is fully resolved and no longer subject to appeal.

- 1.12. “Gross Settlement Amount” means Fifteen Thousand Dollars and Zero Cents (\$15,000.00) which is the total amount Defendants or their designee agree to pay under the Settlement. 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 Administration Expenses Payment.
- 1.13. “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.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Court’s Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) pursuant to the Settlement.
- 1.17. “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.
- 1.18. “PAGA” means the Labor Code Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.19. “PAGA Counsel” means Jason Whooper of W LAW, the attorney representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s February 9, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to

LWDA in settlement of PAGA claims.

- 1.24. “PAGA Period” means the period from February 9, 2022 to December 28, 2023.
- 1.25. “Plaintiff” means Paulette Drapeau, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff, Aggrieved Employees and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants, including Defendants’ respective joint employers, members, owners, officers, directors, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliated entities, related entities or other representatives of any kind, and related parties, including Defendants’ respective spouses, children, and heirs.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2 RECITALS.

- 2.1 On February 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action for (1) Failure to Pay Wages (Labor Code § 1194), (2) Failure to Provide Meal Periods or Pay Missed Meal Period Wages (Labor Code §§ 226.7 and 512), (3) Waiting Time Penalties (Labor Code § 203), (4) Failure to Indemnify or Reimburse Business Expenses (Labor Code § 2802), (5) Failure to Provide Compliant Wage Statements and Keep Records (Labor Code § 226), (6) Unfair Business Practices (Business & Professions Code § 17200), and (7) Civil Penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2699). On April 18, 2023, Plaintiff filed a First Amended Complaint (“FAC”). The FAC is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the entirety of the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice dated February 9, 2023.
- 2.3 PAGA Counsel and Defense Counsel participated in extensive settlement discussions and negotiations, which led to this Agreement to settle the Action. In connection with those negotiations, Plaintiff obtained, through informal discovery, data points related to the Aggrieved Employees (“PAGA Data”) as well as information and extensive documents substantiating Defendants’ dire financial condition, including information regarding the death of Peter Clinco (who was the managing member of Defendant Medcafe Westwood LLC) in December 2023.
- 2.4 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the

Settlement.

3 MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendants promise to pay \$15,000.00 and no more as the Gross Settlement Amount, except as provided in Paragraph 4.1 below. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. Prior to disbursing the Gross Settlement Amount, the Administrator will provide a disbursement breakdown to PAGA Counsel and Defense Counsel and will not disburse any funds until the breakdown is approved by both counsel. Any disputes regarding disbursement will be resolved by the Court. Upon receiving approval from counsel, 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 Defendants.
- 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 Order Approving the PAGA Settlement:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than \$2,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$2,500.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment (which will be prepared by Defense Counsel with PAGA Counsel's input). If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees 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 hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$3,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,550.00, 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 \$15,000.00 less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment as approved by the

Court, are to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment on a prorated basis by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of the Individual PAGA Payments.
- 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.

4 SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods & Escalator Provision. Based on a review of Defendant Medcafe Westwood LLC's records to date, Defendants estimate there are approximately 68 Aggrieved Employees who worked a total of approximately 1,502 PAGA Pay Periods. If as of the end of the PAGA Period the actual number of PAGA Pay Periods is more than 10% larger than the estimated number of 1,502 PAGA Pay Periods (i.e., 1,652 or more PAGA Pay Periods) the Gross Settlement Amount shall be increased by the percentage by which the actual number of PAGA Pay Periods exceeds 1,652 PAGA Pay Periods. The Gross Settlement Amount will not be reduced due to Defendants' estimate.
- 4.2 Aggrieved Employee Data. Within 15 days of when the Court signs the Approval Order, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. 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 the Administrator if they discover 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 respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants or their designee shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14

days after the Effective Date.

- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants or their designee fund the Gross Settlement Amount, and after PAGA Counsel and Defense Counsel approve the Administrator's proposed list of distributions, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and the PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 Prior to disbursement of any funds, the Administrator will provide a disbursement summary of the calculations for the Individual PAGA Payments, LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment for review and approval by PAGA Counsel and Defense Counsel.
- 4.4.2 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.3 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.5 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 RELEASES OF CLAIMS. Effective on the date when Defendants or their designee fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's PAGA Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during and in any way related to her employment with Defendants, and throughout the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint in the Action and the PAGA Notice, which includes the California Labor Code Private Attorneys General Act of 2004 (PAGA) claims based on Defendants' alleged failure to pay minimum and overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records for hours worked and meal periods, failure to timely pay wages, failure to provide accurate wage statements, failure to indemnify for necessary business expenses, and all other claims and allegations made or which could have reasonably been made in the Action based on the facts and allegations pled in the Operative Complaint and PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This release extends only to remedies available through PAGA and does not release Plaintiff's non-PAGA individual claims against Defendants which are subject to a separate Settlement and General Release Agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In addition to Plaintiff's PAGA Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"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."

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the 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 attorneys' fees and costs, including PAGA fees, incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the 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 the following documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (ii) 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 Defense Counsel. Defense Counsel will prepare the following 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; and (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. Defense Counsel is responsible for preparing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining the first available hearing date for the motion. Defense counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed 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 email, 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 email, meeting in person (if necessary) or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their respective 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, if needed, for any distribution purpose and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, pursuant to Code of Civil Procedure Section 664.6 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing any settlement agreements in this Action between the Parties-in, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

9 ADDITIONAL PROVISIONS.

- 9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the PAGA Notice and/or Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason

the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 9.2 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 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.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.
- 9.7 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.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 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.

- 9.10 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.
- 9.11 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.
- 9.12 Use and Return of Aggrieved Employee Data and PAGA Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 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 Agreement, 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 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendants or Defense Counsel unless, prior to the Administrator's payment of all settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data and PAGA Data.
- 9.13 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.
- 9.14 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 legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 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:

Jason Whooper
W LAW
1916 3rd Avenue
San Diego, CA 92101
Email: jason@wlawinc.com

To Defendants:

Chandra A. Beaton
Benjamin F. Fraser
LightGabler LLP
760 Paseo Camarillo, Suite 300

Camarillo, CA 93010
Email: cbeaton@lightgablerlaw.com
Email: bfraser@lightgablerlaw.com

- 9.16 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.
- 9.17 Stay of Litigation. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

ACCEPTANCE BY PLAINTIFF:

01 / 13 / 2025
Date: _____



Paulette Drapeau, Plaintiff

W LAW

Date: 01/13/2025 _____

By: 

Jason Whooper
Attorneys for Plaintiff

ACCEPTANCE BY DEFENDANTS:

MEDCAFE WESTWOOD, LLC dba SKYLIGHT
GARDENS

Date: _____

By: _____

On Behalf of MEDCAFE WESTWOOD LLC

Date: _____

David Clinco, Defendant

Date: _____

Matthew Clinco, Defendant

Camarillo, CA 93010
Email: cbeaton@lightgablerlaw.com
Email: bfraser@lightgablerlaw.com

9.16 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.

9.17 Stay of Litigation. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

ACCEPTANCE BY PLAINTIFF:

Date: _____

Paulette Drapeau, Plaintiff

W LAW

Date: _____

By: _____
Jason Whooper
Attorneys for Plaintiff

ACCEPTANCE BY DEFENDANTS:

MEDCAFE WESTWOOD, LLC dba SKYLIGHT
GARDENS

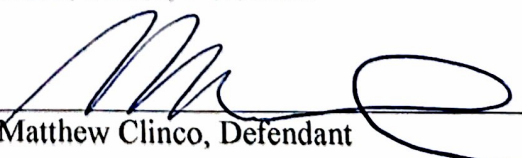
Date: 1/21/2025

By: 
On Behalf of MEDCAFE WESTWOOD LLC

Date: 1/21/2025


David Clinco, Defendant

Date: 1/21/2025


Matthew Clinco, Defendant

LIGHTGABLER LLP

Date: 1-23-2025

By:



Chandra A. Beaton
Benjamin F. Fraser
Attorneys for Defendants