# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Vanie Gomes Correia ("Plaintiff") and Defendant Premier Healthcare Staffing Solutions, LLC ("Premier Staffing ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Vanie Gomes Correia v. Premier Healthcare Staffing Solutions, LLC, et. al.* initiated on September 13, 2023 and pending in Superior Court of the State of California, County of Sonoma, Case No. 23CV00497.

1.2 "Administrator" means Simpluris, the neutral entity Plaintiff has identified and to which Defendant does not object 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 this Settlement.

1.4 "Aggrieved Employee" means a person employed by Defendant in California and classified as non-exempt hourly employees who worked for Defendant during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant'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 Sonoma.

1.8 "Defense Counsel" means Dan M. Forman and Wanja S. Guy of CDF Labor Law LLP, Attorneys for Premier Staffing.

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 and no longer subject to any appeal.

1.10 "Gross Settlement Amount" means $100,000.00 which is the total amount Defendant agrees to pay in accordance with the terms of this Agreement. 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 Payment.

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 Final Approval.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's General Release Payment, 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 the Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means Haig B. Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers, APC, the attorneys representing Plaintiff in this 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 Defendant for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from June 19, 2022 through the date the Court approves this Settlement Agreement.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notice" means Plaintiff's June 19, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (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 and the 75% to the LWDA in settlement of the PAGA claims.

1.23 "Plaintiff" means Vanie Gomes Correia, the named Plaintiff in the Action.

1.24 "Plaintiff's General Release Payment" means the amount allocated to Plaintiff Vanie Gomes Correia in exchange for her general release, for the release of all claims pending in arbitration, and in recognition of her actions in conferring a benefit upon the State of California in her effort and work in prosecuting the Action on behalf of the PAGA Aggrieved Employees.

1.25 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement and entering Judgment thereon.

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27 "Released Parties" means Defendant and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and/or affiliates, specifically excluding North Bay Post Acute, LLC.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Defendant" means named Defendant Premier Healthcare Staffing Solutions, LLC ("Premier Staffing") ("Defendant").

## 2. RECITALS.

2.1 On September 13, 2023, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action seeking penalties under PAGA against Defendant for alleged violations of the California Labor Code for: Failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198 and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code sections 201.3, and 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802, failure to provide notice of paid sick time and accrual in violation of Labor Code 246, and civil penalties under Labor Code 558(a). The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the cause of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On November 13, 2024, the Parties participated in a mediation session presided over by Chad Anderton, which led to a mediator's proposal that was later accepted by the Parties and to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and wage records and relevant policies that applied to Defendant's Aggrieved Employees.

**3. MONETARY TERMS.**

3.1 Gross Settlement Amount. In consideration of, and subject to, the promises, terms, conditions and releases set forth in this Agreement, Defendant promises to pay $100,000.00 and no more as the Gross Settlement Amount in accordance with the terms of this Agreement. Defendant 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 Defendant.

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 this Settlement:

3.2.1 To PAGA Counsel: PAGA Counsel Fees Payment of not more than (forty) (40%), which is currently estimated to be $40,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $7,500.00. Defendant will not oppose requests for Court approval of these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel seek approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in conjunction with seeking approval of this settlement agreement. 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 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiff: Plaintiff Vanie Gomes Correia's General Release Payment of not more than $5,000.00. Defendant will not oppose requests for Court approval of this payment, provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will seek approval of Plaintiff's General Release Payment in conjunction with seeking approval of this settlement agreement. If the Court approves a General Release Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or Plaintiff arising from any claim to any portion of Plaintiff's General Release Payment. The Administrator will pay Plaintiff's General Release Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on Plaintiff's General Release Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding Plaintiff's General Release Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $2,250.00, 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 $2,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $45,250 to be paid from the Gross Settlement Amount, with 75% ($33,937.50) allocated to the LWDA PAGA Payment and 25% ($11,312.50) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($11,312.50) 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.

3.2.4.2 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 AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant Defendant Premier Staffing estimates there are 441 Aggrieved Employees who worked a total 5,146 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the 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. Defendant has 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 Defendant 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.

4.3 Funding of Gross Settlement Amount. Each Defendant shall fully fund its respective individual contribution to the Gross Settlement Amount (as provided in Paragraph 3.1) by transmitting the funds to the Administrator no later than July 14, 2025, or eight (8) months after the Effective Date, whichever occurs last.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 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.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within even (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 the 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.

4.4.3 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.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's 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 arising out of or relating to Plaintiff's employment relationship with Defendant including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice including but not limited to PAGA claims predicated on alleged violations of California Labor Code Sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 432, 510, 512(a), 558(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2753, 2800, and 2802, California Code of Regulations Sections 11050(5)(A) and 11050(4)(C), and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period, as well as any claims for wrongful termination, failure to pay wages, failure to pay overtime, failure to pay severance, failure to pay for all hours worked, failure to maintain records, failure to provide meal and rest breaks, waiting time penalties under Labor Code Section 203, California Labor Code violations, discrimination, sexual harassment, pregnancy discrimination, disability discrimination, failure to accommodate, failure to engage in the interactive process, retaliation, disparate treatment and any other claims that Plaintiff may have against Defendant whatsoever. ("Plaintiff's Release"). Plaintiff's 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. 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 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. In consideration of this Agreement and the releases contained herein, coupled with the offsets from the dismissal of claims by Plaintiff against Defendant, Plaintiff represents that she has been fully compensated for all hours worked (regular and overtime) and has been fully compensated for all meal and rest breaks missed and for any other alleged California Labor Code violations. In addition, Plaintiff certifies that she has not sustained any injuries in the scope of Plaintiff's employment with Defendant.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's 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 alleged violations of the Labor Code, including Failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198 and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code sections 201.3, and 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802, failure to provide notice of paid sick time and accrual in violation of Labor Code 246, and civil penalties under Labor Code 558(a) stated in the Operative Complaint and the PAGA Notice for the time period of June 19, 2022 through the date the Court approves this Settlement Agreement.

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.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a 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, subdivision (f)(2)) including a draft Motion for Approval of the PAGA Settlement, and supporting materials and proposed Order/Judgment Granting Approval of PAGA Settlement within thirty (30) days of full execution of this Agreement, and Defendant shall have ten (10) business days to raise any objections.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion that Defendant approved and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order approving the settlement to the Administrator.

6.3 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 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. PAGA Counsel selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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. Defendant will not raise any objection to PAGA Counsel's selection. 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 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on a review of its records to date, Defendant Premier Staffing estimates there are 441 Aggrieved Employees who worked a total of 5,146 PAGA Pay Periods. Should the number of Pay Periods from the start of the PAGA Period through the date of approval increase by more than 10% of the estimated 5,146 pay periods (i.e., 5,712 or more pay periods), Defendant will increase the Gross Settlement Amount by a proportionate additional amount for each additional Pay Period (with each Defendant paying its own pro rata portion of the increase according to the number of additional pay periods attributed to each Defendant). For example, if the number of Pay Periods during this period increases by 11%, the Gross Settlement Amount shall increase by 1%. However, Defendant may, at its sole discretion, adjust the length of the PAGA Period by moving the end date so as to keep the number of Pay Periods less than or equal to 5,712 and avoid triggering the escalation clause, as long as they do so before the notices of settlement are sent to the Aggrieved Employees. Should Defendant be unable to agree on whether to adjust the length of the PAGA Period to avoid triggering the escalator clause, Premier Staffing's election will be binding.

**9. 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.

9.1.1 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, except as to matters that do not affect the amount of the Net Settlement Amount.

**10. ADDITIONAL PROVISIONS.**

10.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement 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.

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/Tax Indemnification. Neither Plaintiff, PAGA Counsel, Defendant 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. Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth herein. Neither Defendant nor Defense Counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement. Plaintiff agrees to indemnify and hold harmless Defendant from any and all costs and assessments and attorneys' and accountants' fees including but not limited to delinquent taxes, penalties, and other assessment levied against Defendant in connection with any payment to Plaintiff regarding this Agreement.

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/Non-Disparagement. 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. Plaintiff and Defendant agree that no disparaging remarks or statements shall be made by one against the other. Defendant will give a neutral reference to any prospective employers of Plaintiff and will reveal the dates of employment and position held. Plaintiff represents that Plaintiff has made a voluntary decision not to accept re-employment with either Defendant at any time in the future. Defendant is relying on this representation in entering into this Agreement. Moreover, Defendant has good faith and non-discriminatory reasons for the separation of Plaintiff's employment, which would make Plaintiff's future employment not feasible. Plaintiff and Defendant agree that they will not discuss the legal dispute they had, personal disputes, negotiations in reaching this agreement and will not discuss the terms of this settlement agreement. In response to any inquiry, the parties will say "I cannot discuss it." The parties will not disclose to any party any facts or events pertaining to matters which took place during the employment of Plaintiff with Defendant. Plaintiff will not assist any other person in any actions against Defendant unless compelled by court or subpoena.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 California Rules of Court rule. 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, 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:

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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 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.

10.18 Limited Disclosure and No Publicity. In order to facilitate the Court's approval of this Agreement, prior to the Effective Date, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Agreement or issue a press release, hold a press conference, publish information about the settlement, respond to any press inquiry or have any communication with the press about this Agreement except to state that this Agreement has been entered into and submitted to the LWDA for consideration and to the Court for approval, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Plaintiff's Counsel will not engage in any advertising or marketing (including, but not limited to, any postings on any websites maintained by Plaintiff's Counsel) specifying any material terms relating to the Action or this Agreement.

10.19 Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

DATED: 05 / 19 / 2025

____________________________________
Vanie Gomes Correia, for herself and as a Representative of other Aggrieved Employees

DATED: ________________

PREMIER HEALTHCARE STAFFING SOLUTIONS, LLC

By: ________________________________

Title & Name:___________________________

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10.19 Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

DATED: ________________

________________________________
Vanie Gomes Correia, for herself and as a Representative of other Aggrieved Employees

DATED: 6/10/2025

PREMIER HEALTHCARE STAFFING SOLUTIONS, LLC

By: DocuSigned by: MARIE CHERY F61F5CADF9014C8...

Title & Name: MARIE CHERY CEO