

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs DARLENE ATKINS, OLIVIA STEPHANIE AGGAS, and PHYLLIS A. PEEVY (“Plaintiff” or “Plaintiffs” interchangeably) and Defendant EPIDAUROS dba AMITY FOUNDATION (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Epidaurus dba Amity Foundation captioned as *Darlene Atkins, et al. v. Epidaurus dba Amity Foundation*, Case No. 23STCV15168 initiated on June 29, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Defendant at any time 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 Los Angeles.
- 1.8. “Defense Counsel” means LightGabler LLP, which includes Jonathan Fraser Light, Glenn J. Dickinson, and Chandra A. Beaton of LightGabler LLP.
- 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 when it is no longer subject to appeal, or sixty-five (65) 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



review.

- 1.10. “Epidaurus” means named Defendant Epidaurus dba Amity Foundation.
- 1.11. “Gross Settlement Amount” means \$850,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 and 9.1 below. Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and the Administrator’s Expenses Payment.
- 1.12. “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.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement reflected in this Agreement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “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, PAGA Representative Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Lavi & Ebrahimian, LLP, which includes Joseph Lavi, Vincent Granberry, Antonia McKee, James Clark, and all lawyers associated with this firm, the attorneys representing the Plaintiffs in the Action.
- 1.18. “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.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from January 17, 2022, to May 14, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s April 24, 2023, letter to Defendant and the



LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 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 (\$131,666.67) and the 75% to LWDA (\$395,000.00) in settlement of PAGA claims.
- 1.24. “Plaintiff” or “Plaintiffs” means Darlene Atkins, Olivia Stephanie Aggas, and Phyllis A. Peevy, the named plaintiffs in the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and Aggrieved Employees and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On June 29, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq.. The Operative Complaint is the complaint filed on June 29, 2023, in the Action *Darlene Atkins, et al. v. Epidaurus dba Amity Foundation*, Case No. 23STCV15168 (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 causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On May 14, 2024, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation Plaintiffs obtained, through informal discovery, pertinent documents and data for the PAGA members so that the parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).



- 2.5. 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. Maximum Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay \$850,000.00 and no more as the Gross Settlement Amount. Defendant has 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 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 the PAGA Settlement:
- 3.2.1. To Plaintiffs: A PAGA Representative Enhancement Payment of not more than \$1,000.00 (per each individual Plaintiff, \$3,000.00 total), subject to Court approval. Defendant will not oppose the request for Court approval of this payment provided that it does not exceed these amounts. To the extent the Court approves an amount less than \$3,000.00 total (including no payment), the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% which is currently estimated to be \$283,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Except as otherwise provided in this section, 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 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees



Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserve their right to appeal such order; however, Plaintiffs or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,000.00 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 \$12,000.00, 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 \$526,666.67 to be paid from the Gross Settlement Amount, with 75% (\$395,000.00) allocated to the LWDA PAGA Payment and 25% (\$131,666.67) 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 (\$131,666.67) 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 and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of the Individual PAGA Payments.

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 as of the date of the parties' mediation, Defendant estimates there were 1018 Aggrieved Employees who worked a total 29,596 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 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. Except as otherwise provided in Paragraph 8 and 9.1, Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds 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 Expenses Payment, and PAGA Representative Enhancement Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.5. 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.
 - 4.5.1. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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.
 - 4.5.2. 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.
 - 4.5.3. 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 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1 Plaintiffs' Releases. Plaintiffs and each of their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release



and discharge Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“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, or based on occurrences outside the PAGA Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

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 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 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from 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)); (iii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA 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 the Parties. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiffs are responsible for delivering the Court’s Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together 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, the Parties will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected 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. 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

Based on its records, Defendant estimates that, as of the date of the parties' mediation, (1) there were 1018 Aggrieved Employees who worked 29,596 Pay Periods during the PAGA Period. Should the number of Pay Periods (29,596) from January 17, 2022 to May 14, 2024 be more than 10% (2,959.6) of the represented amount (or more than 32,555.9 total Pay Periods), at Defendant's option, either: (i) the Parties shall agree to meet and confer within five calendar days as to narrowing the PAGA Period or otherwise capping the number of pay periods at issue, or (ii) the PAGA gross Settlement Amount shall increase at a pro rata rate above the initial 10% amount (i.e., an increase in pay periods of 11% shall increase the PAGA gross settlement amount by 1%).

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 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 and 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.

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 PAGA Notice or 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 Plaintiffs 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 Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and 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. Plaintiffs and Defendant separately warrant and represent that they authorize PAGA Counsel and Defense Counsel, 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. Neither Plaintiffs, 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs 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 destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs Darlene Atkins, Olivia Stephanie Aggas, and Phyllis A. Peevy:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211

To Defendant Epidaurus (dba Amity Foundation):

Glenn J. Dickinson
Jason B. Edlinger
LIGHTGABLER, LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 90010

- 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 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 Enforcement Action. Pursuant to CCP 1717, in the event that one or more of the



Parties institutes and legal action or other proceeding against any other Party of Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees, in connection with any enforcement actions.

Dated: 10/02/2024



DARLENE ATKINS ("Plaintiff")

Dated: _____

OLIVIA STEPHANIE AGGAS ("Plaintiff")

Dated: _____

PHYLLIS A. PEEVY ("Plaintiff")

Dated: _____

EPIDAURUS dba Amity Foundation
("Defendant")

By: _____
Doug Bond

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: 10/02/2024

By:  _____
Joseph Lavi, Esq.
Counsel for Plaintiff

LIGHTGABLER, LLP

Dated: _____

By: _____
Jonathan Fraser Light, Esq.
Glenn J. Dickinson, Esq.
Counsel for Defendant



ACCEPTED AND AGREED:

Dated: _____

DARLENE ATKINS ("Plaintiff")

Dated: 9/17/24



Doug Bond
EPIDAUROS dba AMITY FOUNDATION
("Defendant")

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi, Esq.
Counsel for Darlene Atkins

LIGHTGABLER, LLP

Dated: Oct. 8, 2024



Glenn J. Dickinson
Counsel for Epidaurus

Parties institutes and legal action or other proceeding against any other Party of Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees, in connection with any enforcement actions.

Dated: _____

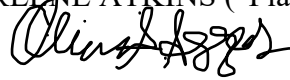
09/12/2024

Dated: _____

Dated: _____

Dated: _____

DARLENE ATKINS ("Plaintiff")



OLIVIA STEPHANIE AGGAS ("Plaintiff")

PHYLLIS A. PEEVY ("Plaintiff")

EPIDAURUS dba Amity Foundation
("Defendant")

By: _____
Doug Bond

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: _____
09/12/2024

By: 

Joseph Lavi, Esq.
Counsel for Plaintiff

LIGHTGABLER, LLP

Dated: _____

By: _____
Jonathan Fraser Light, Esq.
Glenn J. Dickinson, Esq.
Counsel for Defendant



ACCEPTED AND AGREED:

Dated: _____

OLIVIA STEPHANIE AGGAS ("Plaintiff")

Dated: 9/17/24



Doug Bond
EPIDAURUS dba AMITY FOUNDATION
("Defendant")

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi, Esq.
Counsel for Olivia Stephanie Aggas

LIGHTGABLER, LLP

Dated: Oct. 8, 2024



Glenn J. Dickinson
Counsel for Epidaurus

Parties institutes and legal action or other proceeding against any other Party of Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees, in connection with any enforcement actions.

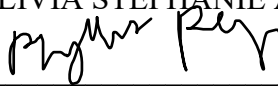
Dated: _____

DARLENE ATKINS ("Plaintiff")

Dated: _____

OLIVIA STEPHANIE AGGAS ("Plaintiff")

Dated: 09/13/2024



PHYLLIS A. PEEVY ("Plaintiff")

Dated: _____

EPIDAURUS dba Amity Foundation
("Defendant")

By: _____
Doug Bond

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: 09/18/2024


By: _____
Joseph Lavi, Esq.
Counsel for Plaintiff

LIGHTGABLER, LLP

Dated: _____

By: _____
Jonathan Fraser Light, Esq.
Glenn J. Dickinson, Esq.
Counsel for Defendant

PP

ACCEPTED AND AGREED:

Dated: _____

PHYLLIS A. PEEVY ("Plaintiff")

Dated: 9/17/24



Doug Bond
EPIDAURUS dba AMITY FOUNDATION
("Defendant")

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi, Esq.
Counsel for Phyllis A. Peevy

LIGHTGABLER, LLP

Dated: Oct. 8, 2024



Glenn J. Dickinson
Counsel for Epidaurus

Parties institutes and legal action or other proceeding against any other Party of Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees, in connection with any enforcement actions.

Dated: _____

DARLENE ATKINS ("Plaintiff")

Dated: _____

OLIVIA STEPHANIE AGGAS ("Plaintiff")

Dated: _____

PHYLLIS A. PEEVY ("Plaintiff")

Dated: 9/17/24

EPIDAUROS dba Amity Foundation
("Defendant")

By: 

Doug Bond

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Dated: _____

By: _____
Joseph Lavi, Esq.
Counsel for Plaintiff

Dated: Oct. 8, 2024

LIGHTGABLER, LLP

By: 

Jonathan Fraser Light, Esq.
Glenn J. Dickinson, Esq.
Counsel for Defendant