

CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Heather Reed (“Plaintiff”) and defendant Centria Healthcare, LLC (“Centria”). The Agreement refers to Plaintiff and Centria collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Centria captioned *HEATHER REED, an individual, Plaintiff, v. Centria Healthcare, LLC, a Michigan Limited Liability Company, Centria Home Rehabilitation LLC, a Michigan Limited Liability Company, Luis LNU, an individual, and DOES 1 through 50, Defendants*, San Diego County Superior Court Case No. 37-2023-00017173-CU-OE-CTL, initiated on April 25, 2023 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Phoenix Settlement Administrators which will serve as 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 Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means any and all persons employed by Centria in California and who worked for Centria during the PAGA Period.
- 1.5. “Class” collectively refers to individuals in the “Wage Statement Class” and “Unreimbursed Expense Class.”
- 1.6. “Class Counsel” means Ian Pancer, Esq, Pancer Law Corporation, 4603 Mission Blvd., Suite 220, San Diego, CA 92109, ian@sandiegolegal.net.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Centria’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11. “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from April 25, 2019 to March 15, 2024.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Diego.
- 1.16. “Centria” means named Defendant Centria Healthcare, LLC.
- 1.17. “Defense Counsel” means Shiva S. Davoudian, 2049 Century Park East, 5th Floor, Los Angeles, CA 90067, SDavoudian@littler.com, and Carrie Stringham, 501 West Broadway Suite 900 San Diego, CA 92101, cstringham@littler.com, of Littler Mendelson, P.C.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) this Agreement has been executed by Plaintiff, Defendant, Class Counsel, and Defendants’ Counsel; (ii) the Court entered a Preliminary Approval Order; (iii) the Class Notice has been sent to the Settlement Class Members, providing them notice and opportunity to object to the Settlement, and notice and opportunity to opt out of the Settlement; (iv) notice of this Settlement has been sent to the LWDA; (v) the Court has held a Final Approval Hearing and entered a Final Approval Order and Final Judgment; and (vi) the later of the following events: five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Final Approval Order and Final Judgment); or, if any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. “Final Approval” means the Court’s order granting final approval of this Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means Two Hundred and Seventy Five Thousand Dollars (\$275,000) which is the total amount Centria agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “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, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Centria for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from April 25, 2022 to March 15, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s May 30, 2023, October 23, 2024 and December 10, 2024 letters to Centria and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Pay Period" means any regular seven (7) day pay period in which a Class Member and/or an Aggrieved Employee worked one or more calendar days.
- 1.37. "Plaintiff" means Heather Reed, the named plaintiff in the Action.
- 1.38. "Plaintiff's General Release Payment" means a \$5,000 payment to Plaintiff in consideration for her general release of all claims and waiver of any rights or benefits under California Civil Code Section 1542.
- 1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.43. "Released Parties" means: Centria Healthcare, LLC and any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, as well as each of its or their past, present officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Centria.
- 1.44. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Released Class Claims signed by the Class Member.

1.45. “Response Deadline” means thirty (30) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Unreimbursed Expense Class” means all persons employed by Centria in the State of California who worked for Centria during the Class Period.

1.48. “Wage Statement Class” means all persons employed by Centria in the State of California who worked for Centria from April 25, 2022 through March 15, 2024.

1.49. “Workweek” means any week during which a Class Member worked for Centria for at least one day, during the Class Period.

2. **RECITALS.**

2.1. On April 25, 2023, Plaintiff filed an Individual, Class, and Representative Action, alleging four causes of action for: (1) Class Action Claim for Violation of Labor Code § 226; (2) Class Action Claim for Violation of Labor Code § 2802; (3) Class Action Claim for Violation of Business & Professions Code § 17200; and (4) Individual Claim for Rest Period Violations. Thereafter, Plaintiff filed a First Amended Complaint to add causes of action for alleged violations of the Private Attorneys’ General Act, Labor Code § 2698 et seq. (“PAGA”), for a total of six causes of action: (1) Class Action Claim for Violation of Labor Code § 226; (2) Class Action Claim for Violation of Labor Code § 2802; (3) Class Action Claim for Violation of Business & Professions Code § 17200; (4) Individual Claim for Rest Period Violations; (5) PAGA Claim for Failure To Provide Accurate Itemized Wage Statements; and (6) PAGA Claim for Failure To Reimburse Business Expenses. Thereafter, on or about August 25, 2023, Plaintiff filed

a Second Amended Complaint, alleging the following: (1) Class Action Claim for Violation of Labor Code § 226; (2) Class Action Claim for Violation of Labor Code § 2802; (3) Class Action Claim for Violation of Business & Professions Code § 17200; (4) Individual Claim for Rest Period Violations; (5) PAGA Claim for Failure to Provide Accurate Itemized Wage Statements; (6) PAGA Claim for Failure to Reimburse Business Expenses.

2.2. On February 2, 2024, the Parties participated in an all-day mediation presided over by Jill Sperber to attempt to negotiate a resolution of the Action and all alleged violations asserted in the Complaint and PAGA Notice. The Parties were unable to reach a resolution during the mediation and thereafter, continued to engage with Ms. Sperber to negotiate a resolution and reached the following settlement which led to this Agreement to settle the Action.

2.3. Prior to mediation Plaintiff obtained, through informal discovery, documents, payroll data and time punch data. 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*").

2.4. The Court has not granted class certification.

3. THIRD AMENDED COMPLAINT

Pursuant to the Parties' stipulation, and for settlement purposes only, prior to filing a Motion for Preliminary Approval, the Parties agree to enter into a stipulation for Plaintiff to file a Third Amended Complaint and Amended LWDA Letter, attached hereto as **Exhibit B and C**, respectively, to among other changes, include a seventh cause of action for PAGA penalties for alleged violations of various Labor Code sections (the "Operative Complaint"). Centria shall file an Answer to Plaintiff's Third Amended Complaint within thirty (30) days after Plaintiff serves a conformed copy of the Third Amended Complaint on Centria, although Centria 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 therein. If the Court does not grant Preliminary and Final Approval of the this Settlement, the Third Amended Complaint shall be stricken and the Second Amended Complaint will again become the operative complaint in this Action. The filing of the Third Amended Complaint is without prejudice to and does not waive Centria's defenses thereto. In the event that this Settlement is not approved, the Third Amended Complaint will be stricken and the Second Amended Complaint will again become the operative complaint in this Action. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Centria and the LWDA by sending the PAGA Notice.

4. MONETARY TERMS.

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Centria promises to pay Two Hundred and Seventy Five Thousand Dollars (\$275,000), and no more, as the Gross Settlement Amount. Centria has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Centria.

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

4.2.1. To Plaintiff: The Plaintiff's General Release Payment to Plaintiff for \$5,000.00 in consideration for her general release and 1542 waiver. Additionally, a Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Centria will not oppose Plaintiff's request for a Class

Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$91,657.50 and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Centria will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Centria harmless, and indemnifies Centria, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

4.2.4.1. Tax Allocation of Individual Class Payments and PAGA Penalties. All of (i.e., 100%) of each Participating Class Member's Individual Class Payment and PAGA Penalties paid to Aggrieved Employees will be considered penalties, reimbursement and interest (the "Settlement Payments"). The Settlement Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.

4.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties (\$3,750) 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.

4.2.5.2.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.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Centria will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Centria has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Centria must send the Class 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 Class Data.

5.2. Funding of Gross Settlement Amount. Centria shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

5.3. Payments from the Gross Settlement Amount. Within twenty-one (21) days after Centria funds the Gross Settlement Amount, the Administrator will mail checks for all

Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Plaintiff's General Release Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Plaintiff's General Release Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within fourteen (14) 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class

Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Hire Heroes, USA, a nonprofit organization whose purpose is to help U.S. Veterans find employment, within ninety (90) calendar days after the expiration of the deadline for Class Members to cash their settlement payment checks, consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Centria to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Centria fully funds the entire Gross Settlement Amount, the State of California and the LWDA, Plaintiff, all Class Members, all Aggrieved Employees, Class Counsel, will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during

the Action and released under Paragraphs 6.2 and 6.3, below. (“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 Class 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 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

6.1.1. Plaintiff’s Waiver of Rights Under California 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.

6.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Claims set forth in the Operative Complaint and PAGA Notice, including, but not limited to: (a) failure to provide accurate itemized wage statements and failure to reimburse for all reasonable and necessary business expenses, including without limitation, the cost of toys and educational tools, use of technology, cellular phones and internet connection for work, unfair business practices and those claims predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Action, as well as any claims

that could have been pled which arise from the same or similar facts concerning the named Plaintiff or the putative class, and claims for interest, penalties, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders, including alleged violations of Labor Code sections 226, 226.3, 558, 2800, 2802, Business and Professions Code section 17200, et. seq. and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.; or which could have been alleged under the same or similar facts, allegations and/or claims pled in the Action and PAGA Notice; (b) including any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint filed as part of this Action; and (c) any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pled in the Action and PAGA Notice based on the alleged Labor Code violations.

6.3. Release by Aggrieved Employees: The State of California, the LWDA, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Claims set forth in the Operative Complaint and PAGA Notice, including, but not limited to claims for PAGA penalties for failure to provide accurate itemized wage statements and failure to reimburse for all reasonable and necessary business expenses, including without limitation, the cost of toys and educational tools, use of technology, cellular phones and internet connection for work, and those claims predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Action, as well as any claims that could have been pled which arise from the same or similar facts concerning the named Plaintiff or the Aggrieved Employees, and claims for PAGA penalties and interest for alleged violations of Labor Code sections 226, 226.3, 558, 2698 et seq, 2800, 2802, and applicable IWC Wage Orders, and California

Code of Regulations, Title 8, section 11000 et seq.; or which could have been alleged under the same or similar facts, allegations and/or claims pled in the Operative Complaint and PAGA Notice, including any claims for injunctive relief and declaratory relief, alleged or which could have been alleged under the under the same or similar facts, allegations and/or claims pled in the Operative Complaint and PAGA Notice.

6.3.1. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

7.1. Plaintiff’s Responsibilities. Plaintiff will prepare and file all documents necessary for obtaining Preliminary Approval. Plaintiff will provide Defense Counsel with copies of the preliminary approval pleadings and allow Defense Counsel an opportunity to review, comment, and propose any changes prior to filing the Preliminary Approval Motion.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. Plaintiff, through her counsel, will reasonably exercise her discretion in selecting as settlement administrator to serve as the neutral entity appointed to administer the Settlement. Plaintiff, through her counsel, will verified that, as a condition of appointment, the selected Administrator 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.

8.2. 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.

8.3. 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.

8.4. Notice to Class Members.

8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than twenty-one (21) days after receiving the Class Data, the Administrator will

1 send to all Class Members identified in the Class Data, via first-class United
2 States Postal Service (“USPS”) mail, the Class Notice, substantially in the form
3 attached to this Agreement as **Exhibit A**. The first page of the Class Notice
4 shall prominently estimate the dollar amounts of any Individual Class Payment
5 and/or Individual PAGA Payment payable to the Class Member, and the
6 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
7 these amounts. Before mailing Class Notices, the Administrator shall update
8 Class Member addresses using the National Change of Address database.

9 8.4.3. Not later than seven (7) business days after the Administrator’s receipt of any
10 Class Notice returned by the USPS as undelivered, the Administrator shall re-
11 mail the Class Notice using any forwarding address provided by the USPS. If
12 the USPS does not provide a forwarding address, the Administrator shall
13 conduct a Class Member Address Search, and re-mail the Class Notice to the
14 most current address obtained. The Administrator has no obligation to make
15 further attempts to locate or send Class Notice to Class Members whose Class
16 Notice is returned by the USPS a second time.

17 8.4.4. The deadlines for Class Members’ written objections, Challenges to
18 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
19 an additional fourteen (14) days beyond the thirty (30) days otherwise provided
20 in the Class Notice for all Class Members whose notice is re-mailed. The
21 Administrator will inform the Class Member of the extended deadline with the
22 re-mailed Class Notice.

23 8.4.5. If the Administrator, Centria or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class
25 Data and should have received Class Notice, the Parties will expeditiously meet
26 and confer in person or by telephone, and in good faith, in an effort to agree on
27 whether to include them as Class Members. If the Parties agree, such persons
28 will be Class Members entitled to the same rights as other Class Members, and

1 the Administrator will send, via email or overnight delivery, a Class Notice
2 requiring them to exercise options under this Agreement not later than fourteen
3 (14) days after receipt of Class Notice, or the deadline dates in the Class Notice,
4 which ever are later.

5 8.5. Requests for Exclusion (Opt-Outs).

6 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Released Class
7 Claims must send the Administrator, by fax, email, or mail, a signed written
8 Request for Exclusion not later than thirty (30) days after the Administrator
9 mails the Class Notice (plus an additional fourteen (14) days for Class Members
10 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
11 Class Member or his/her representative that reasonably communicates the Class
12 Member's election to be excluded from the Settlement and includes the Class
13 Member's name, address and email address or telephone number. To be valid,
14 a Request for Exclusion must be timely faxed, emailed, or postmarked by the
15 Response Deadline.

16 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
17 fails to contain all the information specified in the Class Notice. The
18 Administrator shall accept any Request for Exclusion as valid if the
19 Administrator can reasonably ascertain the identity of the person as a Class
20 Member and the Class Member's desire to be excluded. The Administrator's
21 determination shall be final and not appealable or otherwise susceptible to
22 challenge. If the Administrator has reason to question the authenticity of a
23 Request for Exclusion, the Administrator may demand additional proof of the
24 Class Member's identity. The Administrator's determination of authenticity
25 shall be final and not appealable or otherwise susceptible to challenge.

26 8.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement,
28 entitled to all benefits and bound by all terms and conditions of the Settlement,

including the Participating Class Members' Release under Paragraphs 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims for PAGA penalties identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of

the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than thirty (30) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. 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.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

1 validity. Not later than seven (7) days after the expiration of the deadline for
2 submitting Requests for Exclusion, the Administrator shall email a list to Class
3 Counsel and Defense Counsel containing (a) the names and other identifying
4 information of Class Members who have timely submitted valid Requests for
5 Exclusion (“Exclusion List”); (b) the names and other identifying information
6 of Class Members who have submitted invalid Requests for Exclusion; (c)
7 copies of all Requests for Exclusion from Settlement submitted (whether valid
8 or invalid).

9 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
10 reports to Class Counsel and Defense Counsel that, among other things, tally
11 the number of: Class Notices mailed or re-mailed, Class Notices returned
12 undelivered, Requests for Exclusion (whether valid or invalid) received,
13 objections received, challenges to Workweeks and/or Pay Periods received
14 and/or resolved, and checks mailed for Individual Class Payments and
15 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
16 include provide the Administrator’s assessment of the validity of Requests for
17 Exclusion and attach copies of all Requests for Exclusion and objections
18 received.

19 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
20 to address and make final decisions consistent with the terms of this Agreement
21 on all Class Member challenges over the calculation of Workweeks and/or Pay
22 Periods. The Administrator’s decision shall be final and not appealable or
23 otherwise susceptible to challenge.

24 8.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date
25 by which Plaintiff is required to file the Motion for Final Approval of the
26 Settlement, the Administrator will provide to Class Counsel and Defense
27 Counsel, a signed declaration suitable for filing in Court attesting to its due
28 diligence and compliance with all of its obligations under this Agreement,

including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES.** Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Centria estimates there are 898 Class Members who collectively worked a total of 42,023 Workweeks during the period of April 25, 2019 to December 31, 2023. If the number of pay period during this time period exceeds by more than 10% (ten percent), there will be a *pro rata* increase to the Gross Settlement Amount. Defendant shall have a 10% grace allowance in the pay period estimate during this time period, such that if the number of pay periods in this time period exceeds the estimates by 11% (eleven percent), the Gross Settlement Amount shall increase by 1% (one percent).
10. **CENTRIA'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Centria may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Centria withdraws, the Settlement shall be void ab initio, have no force or effect

whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Centria will remain responsible for paying all Settlement Administration Expenses incurred to that point. Centria must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel and notifies Defense Counsel that the opt out threshold was met to exercise this option; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL.

11.1. This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, that the LWDA does not intervene and/or object to the Settlement and that this Agreement becomes Effective, as defined in Paragraph 1.18, above. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA or the Agreement does not become Effective, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

11.2. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.3. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.4. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.5. 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.

11.6. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically the Released Class Claims and Released PAGA Claims, reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement and Aggrieved Employees, 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 an objector 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.

11.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification 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 Centria that any of the allegations in the Operative Complaint have merit or that Centria has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Centria's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Centria reserves the right to contest certification of any class for any reasons, and Centria reserves all available defenses to the claims in

the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Centria'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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Centria and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Centria and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. 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.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Centria, 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.

13.6. 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 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.

13.7. 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.

13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Centria nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

1 be relied upon as such within the meaning of United States Treasury Department
2 Circular 230 (31 CFR Part 10, as amended) or otherwise.

3 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
4 modified, changed, or waived only by an express written instrument signed by all
5 Parties or their representatives, and approved by the Court.

6 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
7 the benefit of, the successors of each of the Parties.

8 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
9 governed by and interpreted according to the internal laws of the state of California,
10 without regard to conflict of law principles.

11 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
12 of this Agreement. This Agreement will not be construed against any Party on the basis
13 that the Party was the drafter or participated in the drafting.

14 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
15 entered during Action and in this Agreement relating to the confidentiality of
16 information shall survive the execution of this Agreement.

17 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
18 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
19 Counsel by Centria in connection with the mediation, other settlement negotiations, or
20 in connection with the Settlement, may be used only with respect to this Settlement,
21 and no other purpose, and may not be used in any way that violates any existing
22 contractual agreement, statute, or rule of court. Not later than 90 days after the date
23 when the Court discharges the Administrator's obligation to provide a Declaration
24 confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper
25 and electronic versions of Class Data received from Centria unless, prior to the Court's
26 discharge of the Administrator's obligation, Centria makes a written request to Class
27 Counsel for the return, rather than the destructions, of Class Data.
28

13.15. 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.

13.16. 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.

13.17. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Centria’s Counsel and Class Counsel, on behalf of the Parties, the Class Members and/or Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13.18. 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:

Ian Pancer, Esq.
Joe Virgilio, Esq.
PANCER LAW CORPORATION
4603 Mission Blvd. Suite 220
San Diego, California 92109
Telephone: (619) 955-6644
Email: ian@sandiegolegal.net
joe@sandiegolegal.net

To Centria:

Shiva Shirazi Davoudian, Esq.
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Telephone: (310)712-7331
sdavoudian@littler.com

13.19. 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.

13.20. 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.

DocuSigned by:

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Heather Reed
 Plaintiff



Michelle Carter Pierce
 For Centria Healthcare, LLC

AGREED AS TO FORM ONLY:



Ian Pancer
 The Law Office of Ian Pancer
 Counsel For Plaintiff Heather Reed



Shiva Shirazi Davoudian
 Littler Mendelson, P.C.
 Counsel for Defendant Centria Healthcare, LLC

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