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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

VERENICE GAYTAN SANDOVAL and
CHASE SILVA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THE NEPHROLOGY GROUP, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. BCV-23-102097
Related Case No. BCV-23-102307

*Assigned for all purposes to:
Hon. Bernard C. Barmann, Jr., Div. H*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Verenice Gaytan Sandoval and Chase Silva (“Plaintiffs”) and Defendant The
3 Nephrology Group, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuits alleging class action wage and hour violations
7 against Defendant captioned *Verenice Gaytan Sandoval v. The Nephrology Group, Inc.*, Kern
8 County Superior Court, Case No. BCV-23-102097, filed on June 29, 2023 (“Class Action”) and
9 Case No. BCV-23-102307, filed on July 17, 2023 (“PAGA Action”), and *Chase Silva v. The*
10 *Nephrology Group, Inc.*, Case No. BCV-24-102872.

11 1.2 “Administrator” means Phoenix Settlement Administrators, Inc. the neutral entity the
12 Parties have agreed to appoint to administer the Settlement.

13 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
14 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
16 Approval of the Settlement.

17 1.4 “Aggrieved Employee” means all non-exempt, hourly individuals that worked for
18 Defendant in California during the PAGA Period.

19 1.5 “Class” means all non-exempt, hourly individuals that worked for Defendant in
20 California during the Class Period.

21 1.6 “Class Counsel” means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian and Andrew
22 Sandoval of Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
25 request approval from the Court of up to one-third (1/3) of the GSA (currently \$466,666.67).

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
28 not to exceed \$30,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “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).

1.11 “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.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final 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.

1.13 “Class Period” or “Class Settlement Period” means the period from June 29, 2019 through February 19, 2025 (“Settlement Class Period”).

1.14 “Class Representative(s)” means the named Plaintiffs Verenice Gaytan Sandoval and Chase Silva in the Actions.

1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Kern.

1.17 “Defendant” means named Defendant The Nephrology Group, Inc.

1.18 “Defense Counsel” means Kevin Cleveland and Imran Rahman of O’Hagan Meyer.

1.19 “Effective Date” means the date by which 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: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

1 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
2 the day after the appellate court affirms the Judgment and issues a remittitur.

3 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
5 of the Settlement.

6 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
7 Approval of the Settlement.

8 1.23 “Gross Settlement Amount” or “GSA” means \$1,400,000.00, which is the total amount
9 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

10 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
11 the Net Settlement Amount calculated according to the number of Workweeks worked during the
12 Class Period.

13 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
14 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
15 the PAGA Period.

16 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

17 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
18 entitled, under Labor Code section 2699, subd. (i).

19 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
20 under Labor Code section 2699, subd. (i).

21 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class
23 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
24 Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class
25 Payments.

26 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
27 Settlement by sending the Administrator a valid and timely Request for Exclusion.
28

1.31 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA Action.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34 “PAGA Period” means the period from June 6, 2022 through February 19, 2025.

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

1.36 “PAGA Notices” means Plaintiff’s June 6, 2023 and June 10, 2024 letters (LWDA-CM-960241-23) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$140,000.00), allocated 25% to the Aggrieved Employees (\$35,000.00) and 75% to LWDA (\$105,000.00) in settlement of PAGA claims.

1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39 “Plaintiffs” means Verenice Gaytan Sandoval and Chase Silva, the named plaintiffs in the Actions.

1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Defendant and Defendant’s officers, directors, employees, shareholders, principals, managers, supervisors, insurers, and agents.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45 “Response Deadline” means forty-five (45) days after the Administrator mails 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 Notice packets 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 Actions effected by this Agreement and the Judgment.

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

2. **RECITALS.**

2.1 On June 29, 2023, Plaintiff Sandoval filed the Class Action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; and (8) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On June 6, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Sandoval gave notice to the LWDA and Defendant that Plaintiff Sandoval intended to proceed with a representative action under PAGA (LWDA-CM-960241-23). On July 17, 2023, Plaintiff Sandoval filed the PAGA Action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.* On April 24, 2024, the Class Action and the PAGA action were deemed related. On June 10, 2024, Plaintiff Sandoval submitted an amended notice to the LWDA and Defendant adding Plaintiff Silva as an additional representative for Plaintiff Sandoval’s PAGA claim. On August 14, 2024, Plaintiff Silva filed a Non-Representative Individual Complaint alleging that Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8)

1 violated California's Unfair Competition Law, California Business and Professions Code section
2 17200, *et seq*; and (9) claims for penalties pursuant to Labor Code § 2699, *et seq*. In order to
3 conform the pleadings with the scope of the proposed settlement, Plaintiff shall be granted leave
4 to file a First Amended Complaint ("FAC") adding Chase Silva as a named plaintiff. The Parties
5 will file a Joint Stipulation for Leave to File a First Amended Complaint adding Chase Silva as a
6 named Plaintiff. After Plaintiff Silva's claims are brought into the operative class and PAGA
7 actions, Plaintiff Silva will request dismissal of the Non-Representative Individual Complaint
8 without prejudice.

9 2.2 Defendant denies the allegations in the Actions, denies any failure to comply with the
10 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
11 the Actions.

12 2.3 On December 19, 2024, the Parties participated in an all-day mediation presided over by
13 mediator Todd Smith. With the help of Mr. Smith, the Parties were able to reach an agreement on
14 general settlement terms at mediation and executed a Memorandum of Understanding thereafter.

15 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
16 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
17 representative sampling of time and payroll data for Class Members and the necessary policy
18 documents through informal discovery to properly evaluate the strengths and weakness of the
19 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
20 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
21 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
22 130 (2008) ("*Dunk/Kullar*").

23 2.5 The Court has not granted class certification because the Parties engaged in mediation
24 before any class certification.

25 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
26 other pending matter or action asserting claims that will be extinguished or affected by the
27 Settlement.

28 3. **MONETARY TERMS.**

1 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
2 Defendant will pay \$1,400,000.00 to fully settle, resolve, and extinguish all claims asserted in the
3 Actions, including without limitation all claims asserted in the PAGA Notices. The Gross
4 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
5 wage portions of the Individual Class Payments, which Defendant will pay separately.

6 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
7 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
8 in the Final Approval:

9 3.2.1 To Plaintiffs: A payment for the Enhancement Awards to Plaintiffs of not more than
10 \$10,000.00 each in addition to any Individual Class Payment and any Individual PAGA Payment
11 the Class Representative is entitled to receive as a Participating Class Member. Defendant will
12 not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As
13 part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will
14 seek Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to
15 the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
16 Enhancement Award less than the amount requested, the Administrator will retain the remainder
17 in the Net Settlement Amount to be distributed to Participating Class Members. The
18 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for employee taxes owed on the Enhancement Award.

20 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
21 of the GSA, which is currently estimated to be \$466,666.66 and a Class Counsel Litigation
22 Expenses Payment for actual costs not to exceed \$30,000.00. Defendant will not oppose requests
23 for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and
24 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
25 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
26 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
27 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
28 Participating Class Members. Released Parties shall have no liability to Class Counsel or any

1 other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment
2 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
3 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
4 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
5 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
6 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
7 of these Payments.

8 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
9 exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent
10 the Administration Costs are less or the Court approves payment of less than requested, the
11 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
12 Participating Class Members.

13 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
14 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
15 Participating Class Members during the Class Period, and (b) multiplying the result by each
16 individual Participating Class Member's Workweeks.

17 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty-five percent (25%)
18 of each Participating Class Member's Individual Class Payment will be allocated to the
19 Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding
20 and will be reported on an IRS W-2 Form. The remaining seventy-five percent (75%) of each
21 Participating Class Member's Individual Class Payment will be allocated to the settlement of
22 claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
23 subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
24 Members assume full responsibility and liability for any employee taxes owed on their Individual
25 Class Payment.

26 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any Individual Class
28

1 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
2 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
4 \$140,000.00 to be paid from the Gross Settlement Amount, with 75% (\$105,000.00) allocated to
5 the LWDA PAGA Payment and 25% (\$35,000.00) allocated to the Individual PAGA Payments.

6 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
7 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$35,000.00)
8 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
9 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
10 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
11 their Individual PAGA Payment.

12 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
13 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
14 Participating Class Members. The Administrator will report the Individual PAGA Payments on
15 IRS 1099 Forms.

16 4. **SETTLEMENT FUNDING AND PAYMENTS.**

17 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
18 records, Defendant represents there are 339 Class Members who collectively worked a total of
19 31,000 workweeks during the Class Period.

20 4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of
21 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
22 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
23 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
24 and for no other purpose, and restrict access to the Class Data to Administrator employees who
25 need access to the Class Data to effect and perform under this Agreement. Defendant has a
26 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
27 class member identifying information and to provide corrected or updated Class Data as soon as
28 reasonably feasible. Without any extension of the deadline by which Defendant 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.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award(s). Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). 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 the 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.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS

forwarding address provided or to an address ascertained through the 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.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true

1 but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

3 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
5 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

10 5.2 Released Class Claims: All Participating Class Members will waive and release all
11 claims, rights, demands, liabilities, and causes of action alleged, or which could have reasonably
12 been alleged based on the facts alleged in the Operative Class Action Complaint, during the Class
13 Period (collectively the "Released Class Claims").

14 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
15 Participating Class Members who are Aggrieved Employees, are all claims for PAGA civil
16 penalties that are alleged, or reasonably could have been alleged, based on the facts alleged in the
17 PAGA Action during the PAGA Period. (collectively the "Released PAGA Claims"). Plaintiffs
18 will release all claims for PAGA penalties in the PAGA Action and the PAGA Notices.

19 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion
20 for preliminary approval ("Motion for Preliminary Approval").

21 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
22 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
23 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
24 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
25 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
26 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
27 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
28 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class

Counsel's firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators, Inc. to serve as the Administrator and verified that, as a condition of appointment, the 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 Costs. 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.

1 7.2 Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
6 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
7 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
8 to Participating Class Members.

9 7.4 Notice to Class Members.

10 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

13 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
14 after receiving the Class Data, the Administrator will send to all Class Members identified in the
15 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
16 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class
17 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
18 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and
19 PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
20 Administrator shall update Class Member addresses using the National Change of Address
21 database.

22 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
24 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
25 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
26 Notice to the most current address obtained. The Administrator has no obligation to make further
27 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
28 USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
3 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-
4 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
5 mailed Class Notice.

6 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Class Notice, the Parties will expeditiously meet and confer in person or by
9 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
11 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
12 requiring them to exercise options under this Agreement not later than 14 days after receipt of
13 Class Notice, or the deadline dates in the Class Notice, whichever are later.

14 7.5 Requests for Exclusion (Opt-Outs).

15 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
16 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
17 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
18 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
19 Member or his/her representative that reasonably communicates the Class Member's election to
20 be excluded from the Settlement and includes the Class Member's name, address and email
21 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
22 or postmarked by the Response Deadline.

23 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
24 to contain all the information specified in the Class Notice. The Administrator shall accept any
25 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
26 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
27 determination shall be final and not appealable or otherwise susceptible to challenge. If the
28 Administrator has reason to question the authenticity of a Request for Exclusion, the

1 Administrator may demand additional proof of the Class Member's identity. The Administrator's
2 determination of authenticity shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
5 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
6 bound by all terms and conditions of the Settlement, including the Participating Class Members'
7 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
8 Class Member actually receives the Class Notice or objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
10 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
11 right to object to the class action components of the Settlement. Because future PAGA claims are
12 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
13 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
14 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
16 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
17 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
18 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
19 may challenge the allocation by communicating with the Administrator via fax, email or mail.
20 The Administrator must encourage the challenging Class Member to submit supporting
21 documentation. In the absence of any contrary documentation, the Administrator is entitled to
22 presume that the Workweeks contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
25 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
26 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
27 Administrator's determination of the challenges.

28 7.7 Objections to Settlement.

1 7.7.1 Only Participating Class Members may object to the class action components of the
2 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
3 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
4 Payment and/or Enhancement Award.

5 7.7.2 Participating Class Members may send written objections to the Administrator, by
6 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
7 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
8 Participating Class Member who elects to send a written objection to the Administrator must do
9 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
10 14 days for Class Members whose Class Notice was re-mailed).

11 7.7.3 Non-Participating Class Members have no right to object to any of the class action
12 components of the Settlement.

13 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
14 performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
16 maintain and use an internet website to post information of interest to Class Members including
17 the date, time and location for the Final Approval Hearing and copies of the Settlement
18 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
19 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
20 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
21 Administrator will also maintain and monitor an email address and a toll-free telephone number
22 to receive Class Member calls, faxes and emails.

23 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
24 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
25 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
26 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
27 and other identifying information of Class Members who have timely submitted valid Requests
28 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due 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.

7.8.6 Final Report by Settlement Administrator. Within 10 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 15 days before any deadline

1 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
2 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
3 payments required under this Agreement. Class Counsel is responsible for filing the
4 Administrator's declaration in Court.

5 8. **ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 339 Class
6 Members who collectively worked a total of 31,000 Workweeks during the Class Period. Should
7 the Workweeks increase more than 10% (i.e. more than 34,100 workweeks), the GSA will
8 increase on a proportional basis equal to the percentage increase in the number of Workweeks
9 worked by the Class Members above the 10% (for example, if the final number of total
10 workweeks increases by 11%, the GSA will increase 1%).

11 9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
12 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
13 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
14 the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
15 and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense
16 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
17 any disagreements concerning the Motion for Final Approval.

18 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in Court no
20 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
21 accepted by the Court.

22 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope of
24 release to be granted by Class Members), the Parties will expeditiously work together in good
25 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
26 Approval. The Court's decision to award less than the amounts requested for the Enhancement
27 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
28

1 Administrator Costs Payment shall not constitute a material modification to the Agreement within
2 the meaning of this paragraph.

3 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
5 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
6 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
9 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
10 counsel, and all Participating Class Members who did not object to the Settlement as provided in
11 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
12 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
13 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
14 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
15 obligations to perform under this Agreement will be suspended until such time as the appeal is
16 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
17 of the Net Settlement Amount.

18 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of release to be granted
21 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
24 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
25 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
26 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
27 Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

11.1 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 Defendant that any of the allegations in the Operative Complaint has 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 Actions 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 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and 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).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, 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 the other Party of any judicial or agency order,

1 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
2 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
3 communication, before the filing of the Motion for Preliminary Approval, with any third party
4 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
5 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
6 communications with Class Members in accordance with Class Counsel’s ethical obligations
7 owed to Class Members.

8 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
11 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
12 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

13 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
13 to the benefit of, the successors of each of the Parties.

14 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

11.16 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:

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby,
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Kevin Cleveland
kcleveland@ohaganmeyer.com
Imran Rahman
irahman@ohaganmeyer.com
O'HAGAN MEYER
One Embarcadero Center, Suite 2100
San Francisco, CA 94111
Telephone: 415.578.6900

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

11.18 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

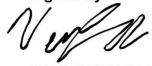
agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Kern County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 10/2/2025

Signed by:

5F4833D67DAD483...

Plaintiff Verence Gaytan Sandoval

DATED: _____

Plaintiff Chase Silva

DATED: 10/03/2025

 (Oct 3, 2025 13:08:29 PDT)

Defendant The Nephrology Group, Inc.

By: Stephanie Garza

Position: Operations Manager

Approved by counsel:

DATED: _____

WILSHIRE LAW FIRM

BY: 

John G. Yslas

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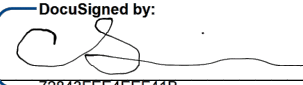
IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Verence Gaytan Sandoval

DATED: 10/1/2025

DocuSigned by:

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Plaintiff Chase Silva

DATED: 01/03/2025

 Oct 3, 2025 13:08:29 PDT

Defendant The Nephrology Group, Inc.

By: Stephanie Garza

Position: Operations Manager

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY: 
 John G. Yslas

Counsel for Plaintiffs Verenice Gaytan Sandoval and
Chase Silva

DATED: October 3, 2025

O'HAGAN MEYER

BY: 

Kevin Cleveland

Imran Rahman

Counsel for Defendant The Nephrology Group, Inc.